

<b>INFORMATION TO OFFERORS OR QUOTERS</b>  (Section A - Cover Sheet)	1 SOLICITATION NO.  <b>N0017498R0009</b>	2. (X one) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; text-align: center;">a.</td> <td>SEALED BID</td> </tr> <tr> <td style="text-align: center;"><b>X</b></td> <td>b. NEGOTIATED (RFP)</td> </tr> <tr> <td style="text-align: center;">c.</td> <td>NEGOTIATED (RFQ)</td> </tr> </table>	a.	SEALED BID	<b>X</b>	b. NEGOTIATED (RFP)	c.	NEGOTIATED (RFQ)
a.	SEALED BID							
<b>X</b>	b. NEGOTIATED (RFP)							
c.	NEGOTIATED (RFQ)							

**INSTRUCTIONS**

**NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.**

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitation involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Forms 18 and 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modification of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals".

The envelope used in submitting your reply must be plainly marked with Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code)	<b>Supply Department, Code 1141G</b> <b>Indian Head Div, NAVSURFWARCEN</b> <b>101 Strauss Avenue</b> <b>Indian Head, Md. 20640</b>
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4. ITEM TO BE PURCHASED (Brief description)  
  

**Engineering, Technical and Implementation Support Services**  
**8(a) Competitive Set**  
**Aside**

5. PROCUREMENT INFORMATION (X and complete as applicable)			
<input type="checkbox"/>	a. THIS PROCUREMENT IS UNRESTRICTED		
<b>X</b>	b. THIS PROCUREMENT IS A 100% SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section 1 of the Table of Contents		
<input type="checkbox"/>	in this solicitation for details of the set-aside.)	<b>8(a) Set Aside</b>	
<input type="checkbox"/>	(1) Small Business	(2) Labor Surplus Area Concern	(3) Combined Small Business/ Labor Area Concern

6. ADDITIONAL INFORMATION:  
  
**POC: Scott M. Anderson, Code 1141G**  
**Email: ScottAnderson@supply.ih.navy.mil**  
**Tel: 301-743-6663 Fax: 301-743-6546**

FOR INFORMATION ON THIS PROCUREMENT WRITE OR CALL		
7 NAME AND ADDRESS  <b>Anderson, Scott M.</b> ADDRESS SAME AS BLOCK 3	TELEPHONE (Area Code, No. & Ext.)  <b>301-743-6663</b>	<b>NO</b>  <b>COLLECT</b>  <b>CALLS</b>

8. REASONS FOR NO RESPONSE (X all that apply)				
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/>	b. CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM (s)		<input type="checkbox"/>	d. DO NOT REGULARLY MANUFACTURE OR SELL
<input type="checkbox"/>	OTHER (Specify)		THE TYPE OF ITEMS INVOLVED	
9. MAILING LIST INFORMATION (X ONE)				
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	
		WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENTS OF THE TYPE OF ITEM (s) INVOLVED		
10. RESPONDING FIRM				
a. COMPANY NAME			b. ADDRESS (Including Zip Code)	
c. ACTION OFFICER				
(1) Typed or Printed Name (Last, First, Middle Initial)		(2) Title	(3) Signature	(4) Date Signed (YYMMDD)

DD FORM 1707 REVERSE, MAR 90

FOLD

AFFIX  
STAMP  
HERE

FROM:

SOLICITATION NUMBER	
N0017498R0009	
DATE (YYMMDD)	LOCAL TIME
1998 FEB 26	3:00 PM EST

TO: SUPPLY DEPARTMENT  
INDIAN HEAD DIVISION, NSWC  
101 STRAUSS AVENUE  
INDIAN HEAD, MARYLAND 20640  
CODE: 1141G

FOLD

<b>SOLICITATION, OFFER AND AWARD</b>		1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15CFR 350)		RATED <b>DO</b>		PAGE OF <b>1</b>		<b>106</b> PAGES	
2. CONTRACT NO.		3. SOLICITATION NO.  <b>N0017498R0009</b>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED  <b>20-Jan-98</b>		6. REQUISITION/PURCHASE NO.	
7. ISSUED BY  <b>Supply Department</b>  <b>Indian Head Division, NAVSURWARCEN</b>  <b>Indian Head, MD. 20640-5035</b>  <b>Attn: Scott M. Anderson, Code 1141G, 301-743-6663</b>				CODE <b>N00174</b>		8. ADDRESS OFFER TO <i>(If other than Item 7)</i>			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and <b>001</b> copy for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <b>Supply Department, Bldg 1558</b> until <b>3:00 PM EST</b> local time <b>26 Feb 98</b> . <div>(Hour) (Date)</div>		
CAUTION - LATE Submissions, Modifications and Withdrawals: See Section L, Provision No. 52.214-7, or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.		
10. FOR INFORMATION CALL	A. NAME <b>Scott M. Anderson, Code 1141G</b>	B. TELEPHONE NO. (Include area code) <b>301-743-6663</b>

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	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.					
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.					
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) >		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	
				18. OFFER DATE	

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(C) ( ) <input type="checkbox"/> 41 U.S.C. 253 (C) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) > ITEM			
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****BASE YEAR (Award date through 365 days)**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0001	Provide Engineering, Technical, and Implementation support services, to include labor and ODC's (Associates/Consultants, Supplies/Materials, and Travel/Per Diem) in accordance with the Statement of Work.	1	LO	\$
0002	Data in accordance with the Statement of Work.		*	NSP
Total Cost				\$ _____
Total Fixed Fee				\$ _____
Total Cost Plus Fixed Fee				\$ _____

**OPTION I (Date of option exercise through 365 days)**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0003	Provide Engineering, Technical, and Implementation support services, to include labor and ODC's (Associates/Consultants, Supplies/Materials, and Travel/Per Diem) in accordance with the Statement of Work.	1	LO	\$
0004	Data in accordance with the Statement of Work.		*	NSP
Total Cost				\$ _____
Total Fixed Fee				\$ _____
Total Cost Plus Fixed Fee				\$ _____

**OPTION II (Date of option exercise through 365 days)**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0005	Provide Engineering, Technical, and Implementation support services, to include labor and ODC's (Associates/Consultants, Supplies/Materials, and Travel/Per Diem) in accordance with the Statement of Work.	1	LO	\$
0006	Data in accordance with the Statement of Work.		*	NSP

Total Cost	\$	_____
Total Fixed Fee	\$	_____
Total Cost Plus Fixed Fee	\$	_____

**OPTION III (Date of option exercise through 365 days)**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0007	Provide Engineering, Technical, and Implementation support services, to include labor and ODC's (Associates/Consultants, Supplies/Materials, and Travel/Per Diem) in accordance with the Statement of Work.	1	LO	\$
0008	Data in accordance with the Statement of Work.		*	NSP

Total Cost	\$	_____
Total Fixed Fee	\$	_____
Total Cost Plus Fixed Fee	\$	_____

**OPTION IV (Date of option exercise through 365 days)**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0009	Provide Engineering, Technical, and Implementation support services, to include labor and ODC's (Associates/Consultants, Supplies/Materials, and Travel/Per Diem) in accordance with the Statement of Work.	1	LO	\$
0010	Data in accordance with the Statement of Work.		*	NSP

Total Cost	\$	_____
Total Fixed Fee	\$	_____
Total Cost Plus Fixed Fee	\$	_____

\*NSP = Not Separately Priced

**PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)**

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to \_\_\_\_\_ percent ( % ) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-

7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

#### **LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE**

The clause entitled "Limitation of Cost" (FAR 52.232-20) or "Limitation of Funds" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

#### **FEE, COST PLUS FIXED FEE INDEFINITE QUANTITY TYPE CONTRACTS (NSWCIHD) (APR 97)**

The percentage of fee applicable to delivery orders will be the same as the fee established in the basic contract.

#### **TRAVEL COSTS - ALTERNATE I (NAVSEA) (NOV 1996)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) The Contractor shall not be reimbursed for:

(i) relocation costs and travel costs incident to relocation as defined in FAR 31.205-35; and/or

(ii) the following daily local travel costs:

- travel at U.S. Military Installation where Government transportation is available,
- travel performed for personal convenience/errands, including commuting to and from work, and
- travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

#### **EXPEDITING CONTRACT CLOSE-OUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that

otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract close-out. The term residual dollar amount shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposed of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### NOTES:

1. The guaranteed minimum amount is **\$60,000.00**. The amount will be shared amongst the awardees. **It is anticipated that no more than 4 awards will be made under this solicitation.**
2. Definition of Contractor - The term contractor as used in this solicitation is defined to include the prime contractor and subcontractors with who the prime contractor has entered into firm commitments prior to award.
3. Definition of Associate/Consultant - For the purpose of this contract, associate/consultant is defined as an expert/specialist person/persons whose expertise is required to assist/support the contractors own team in the performance of a delivery order. These specialized associate/consultant subcontract services shall be incidental to the contractors performance. In accordance with FAR 52.244-3 and other provisions that may be set forth herein, written approval of an associate/consultant subcontract proposed with respect to performance of a delivery order requirement under this contract shall be obtained from the contracting/ordering officer prior to use of these subcontract services. Associates/consultants need not be identified upon submission of offerors original proposal upon which award shall be based but, if applicable, shall be identified in proposals submitted in response to delivery order tasks issued under this contract.
4. By submission of an offer and execution of a contract, the contractor agrees that in performance of the contract, the contractor will perform 50% or more of the total cost of each individual Delivery Order.
5. A definitive DD Form 1423 shall be attached to each delivery order. The DD Form 1423 attached hereto, in Section J, covers requirements with respect to the basic contract only.
6. All offerors are required to submit their plans for Evaluation of Compensation for Professional Employees as part of their original proposal. This requirement is in accordance with FAR 52.222-46.
7. G&A and Fee are not included in the Other Direct Costs (ODCs), Not to Exceed (NTE) amount. Offerors shall add their appropriate rates to the ODCs.

## STATEMENT OF WORK

## **1.0 INTRODUCTION**

**1.1** The Indian Head Division, Naval Surface Warfare Center, Indian Head, Maryland has a requirement for engineering and technical support services necessary to assist various DoD and non-DoD customers facing the technological challenges associated with information technology, their technical environment, and their communications devices. This includes but is not limited to automated business information systems, automated command and control systems, weapon, and weapon training systems. Information technology support includes hardware, firmware, commercial off the shelf (COTS), Government off the shelf (GOTS) developed software, and data. Software includes COTS/GOTS packages, operating systems, third and fourth generation language compilers and interpreters, functional applications, system utilities, translators, and database management systems (DBMSs). Data includes databases, files, and other data storage structures and mechanisms, data and system interfaces and interchanges, Electronic Data Interchange (EDI) transaction sets and implementation conventions, and other messages or forms of data exchange. This requirement will be executed in accordance with the DoD Year 2000 Management Plan, Version 1.0 dated April 1997.

## **1.2 SCOPE**

This contract addresses the turn-of-the-century challenge that faces DoD and non-DoD institutions and agencies alike. Most information or financial systems utilize a MM/DD/YY date format. The year 2000 can present significant problems because the new year (00) is less than the previous year (99). Routines that compare dates will reach the wrong conclusions and calculations that subtract one date from another will be incorrect. Further, even organizations that do not deal with time related issues will in fact also have problems. Date edit routines include logic that rejects either "00" or "99" (or both) or rejects a date that is less than the date entered for the previous run. These will be coded as errors due to the twentieth century context in which the programs were written. Also, where dates are used on checks, invoices, contracts, reports, etc., the first two years of the date are often automatically filled in with "19". Finally, data (including dates) resides in files with specific space allotted for each element (e.g. year). Since a real solution involves expanding the size of the year field from two digits to four, each related file must be altered to reflect this change. If the date handling issues are not resolved, many computer systems will either fail or function improperly as of January 1, 2000.

The objective of this contract is to obtain Y2K compliance for various systems to be identified in individual delivery orders. A Standard Date Format is required for all DoD customers who shall use a 4-digit contiguous year for the year portion of dates used for interfaces among systems and in all interagency information exchanges. The four digit date format is required for systems interfaces and data exchanges in DoD to reduce the risk of re-infection of Y2K problems in the Department's systems and databases. In Electronic Commerce (EC)/Electronic Data Interchange (EDI) transactions, where other formats are used, DoD will use four digit year representations when they are available, and will use translators as necessary. The century indicator is the first two digits of a four digit year (CCYY). Those systems using an ordinal date format must ensure the Y2K compliance. If a system is Y2K compliant but does not use a standard date format, conversion to the standard is not required at this time.

## **1.2 DEFINITIONS**

**Compliance** - In accordance with FAR 39.106, "compliance" is defined as "information technology that accurately processes date/time data (including but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, Year 2000 compliant information technology, shall accurately process date/time data if other information technology properly exchanges date/time data with it."

## 2.0 APPLICABLE DOCUMENTS

This list is not intended to be all inclusive or required, but rather is provided as guidance. When appropriate, each delivery order shall specify the applicable performance specifications, or acceptable, non-government standards. Data items to be provided by the Contractor shall be in accordance with the Contract Data Requirements List (CDRL). Provided below is a list of probable DID's (Advisory Only).

MIL-STD-973	Configuration Management
DI-MISC-80508	Technical Report - Study/Services
DI-MISC-80711	Scientific Technical Report
DI-MGMT-80227	Contractor's Progress, Status and Mgmt Report
DI-NDTI-80808	Test Plans/ Procedures
DI-NDTI-80809B	Test/Inspection Report
DoD	Year 2000 Management Plan, Version 1.0, April 1997

## 3.0 REQUIREMENTS

The Contractor shall provide the services and supplies necessary to fulfill the tasks specified in paragraphs 3.1 through 3.6 of this statement of work, as directed by individual delivery orders. Each delivery order shall include a statement of work, a list of deliverables and a delivery schedule. There is a five phase approach to the work efforts, as defined in the DoD Year 2000 Management Plan. The task areas defined within this statement of work shall support the Awareness, Assessment, Renovation, Validation and Implementation phases. Additionally, post implementation support such as integration and on-going technical/maintenance efforts may also be required subsequent to the Y2K conversion process.

### 3.1 Systems Engineering

The Contractor shall provide systems engineering support to maintain optimum system capability. Support shall include requirements analysis, feasibility analysis, design analysis impact assessment, market research and evaluation of commercial off-the shelf hardware/software solutions for ensuring Y2K compliance. Analyses shall include engineering reuse possibilities, development parameters and methodologies, trade-off's, and design. The contractor shall establish selection criteria for equipment components based on identified or derived requirements, factors, constraints, or risks identified in the analysis process.

**3.1.1 Feasibility Analysis** The Contractor shall conduct a feasibility analysis which shall include the performance of technical reviews and analyses to ascertain the cost and feasibility of implementing restructuring efforts, or replacement efforts deemed necessary to bring existing systems/capability into Y2K compliance. The Contractor shall use the Y2K Cost Factors Checklist, (Appendix A of DoD Year 2000 Management Plan), attached hereto as Attachment (1) (or an acceptable version in contractor format) to aid in this task, as required by individual delivery order. This Checklist shall be coordinated with the customer/system user.

**3.1.2 Technical Analysis** The Contractor shall conduct technical analyses and support services during system restructuring or replacement as required. Services may include in-depth analyses of proposed system enhancements, hardware and software upgrades, associated system modifications, hardware and software changes and changes to related interface systems for potential impact on existing systems, subsystems, equipment and software. Attachment (1), Y2K Cost Factors Checklist can be used to aid in this task, as required by individual delivery orders. This Checklist shall be coordinated with the customer/system user.

**3.1.3 System Design and Development Analysis** The Contractor shall design and develop new systems, if required. The Contractor shall translate requirements from documentation and specifications into operational equipment. The contractor may be required to provide "proofs of concept" to demonstrate a particular system/equipment configuration or design.

**3.1.4 Design Impact Analysis** The Contractor shall conduct a design impact assessment including technical investigations of proposed changes, user problems or other directed efforts which impact the system and subsystems as required.

## **3.2 Software Engineering**

The Contractor shall analyze, design, develop, test, evaluate, verify, validate, and deliver software related to information systems and subsystems as required.

**3.2.1 System Analysis** The Contractor shall define the user's needs including timing of conversion, data types and processing needs, communication requirements, report formats, level of user friendliness, response time, off-the-shelf software requirements, security requirements, and system constraints. A recommended Plan of Action and Milestones (POA&M), CDRL A002, outlining the tasks to be accomplished shall be provided as well as plans for system restructuring or replacement installation, an analysis of software and hardware requirements for the system, and a detailed cost-benefit analysis of the hardware, software, and maintenance costs. The Contractor shall provide a technical report and installation engineering plan summarizing the results of the tasks above.

**3.2.2 System Software Design and Maintenance** The Contractor shall develop preliminary systems designs, if required and evaluate system capability to meet design goals and to integrate with existing or planned systems. In addition, the contractor shall maintain software of existing information systems and subsystems during this conversion and report problems, and develop and test software to correct the problems associated with Y2K system compliance.

**3.2.3 Software Test Services** The Contractor shall perform software test services in which informal testing during development shall be conducted and test plans and procedures for formal testing shall be developed. Organizational responsibilities for conducting and coordinating the test including contractor, government and other agency requirements shall be identified, and formal tests shall be conducted by individuals other than those who developed the software or system. Provide test plans/procedures and test reports (CDRL A003/CDRL A004) summarizing the results of the tasks above.

**3.2.4 Independent Verification and Validation (IV&V)** The Contractor shall provide IV&V of software, software documentation and software products. Review, analyze, test and evaluate the results of third party contractor for IV&V activities and provide a detailed report (CDRL A005) relative to their effectiveness.

**3.2.5 Software System Implementation Support** The Contractor shall provide a detailed installation engineering plan including the accumulation of all data, hardware and software to implement the system modifications/upgrades or replacement. The operational status of the system shall be evaluated monthly for six months and semi-annually thereafter. Provide a curriculum and plans for user Training, if required, both initial OJT and follow-on formal training. Provide training documentation and a systems implementation plan in a technical report (CDRL A006) summarizing the results of the tasks above, as required.

**3.2.6 Software System Management** The Contractor shall provide technical comments and recommendations for software system management of processing, database, file, and network system including suggestions for enhancements, report generation, data entry, and program support as required. Provide technical support for the evaluation, procurement, installation, and testing of all systems. Computer-aided design and engineering services

as well as computer graphics generation support shall also be provided. Provide technical reports (CDRL A006) summarizing the results of the tasks above.

**3.2.7 Configuration Management Plan** The Contractor shall maintain information system software configuration documentation including their interfaces for both operational and developmental information systems. These plans along with software requirements will establish a baseline for software development and testing.

### **3.3 Test and Evaluation**

The Contractor shall provide engineering and technical support in conducting test and evaluation of all operational and functional aspects of newly designed or modified systems and subsystems, equipment and computer software. The Contractor shall participate in test and evaluation program by preparing or reviewing test and evaluation plans and procedures or both. Test program support services shall include the witnessing of specified tests, data collection and conversion services, and evaluation of test data, as required. The Contractor shall use Y2K Compliance Checklist (Appendix B to DoD Year 2000 Management Plan) to verify and certify Y2K compliance, as required by individual delivery order.

**3.3.1 Test Specifications** The Contractor shall develop or review equipment, inspection and acceptance test plans, procedures and specifications and prepare test requirement documentation for new or modified systems, subsystems, equipment, and software.

**3.3.2 Test Plan/Procedures** The Contractor shall prepare the test plans/procedures for testing and evaluating the specified system, subsystem, equipment and software. The test procedures shall clearly define the objectives of the test, the procedures that must be carried out by the test team to meet these objectives, and the pass/fail criteria for the test.

**3.3.3 Engineering and Technical Support** The Contractor shall install the system hardware and software modifications/enhancements and/or replacements as required. The Contractor shall perform tests in accordance with approved test plans and procedures; and shall design and fabricate test aids as necessary for use in testing and evaluation the specified system or equipment.

**3.3.4 Test Suite Services** For systems that require advanced development models and system laboratory test effort to effectively test and evaluate design considerations, the Contractor shall provide test suite services. The emphasis shall be on maintenance and operation of a facility to test and evaluate system and subsystem performance as well as conduct overall systems integration testing of proposed development models. Prepare and maintain test suite and implementation plans which shall include task definitions and schedules for the design, development, fabrication, equipment installation and test efforts associated with the design, development, fabrication, equipment installation and test efforts associated with the test suite. Provide engineering and technical services including review and comment in preparing the lists of equipment, facility requirements, installation drawings, and general test plans.

**3.3.5 Reports** The Contractor shall prepare detailed test reports (CDRL A004), documenting the test and evaluation activities conducted to verify the utility, effectiveness, and suitability (including compatibility, inter-operability, reliability, maintainability) for specified systems, equipment and software. Test reports shall be prepared in sufficient depth to permit technical risk assessment, determination of program progress, and early identification of technological and engineering deficiencies.

### **3.4 Maintenance, Installation and Site Support**

The Contractor shall provide technical and engineering services to install equipment, conduct integration testing, resolve interface problems; analyze other technical problems

discovered during testing; correct deficiencies in hardware, software and documentation and ensure the continuous updating of the configuration baseline.

**3.4.1 Maintenance** The Contractor shall provide the personnel resources, equipment and materials necessary to maintain and repair systems and associated interface systems, subsystems, equipment and software undergoing installation, integration, and test and evaluation of Y2K solutions.

**3.4.2 Installation Planning** The Contractor shall provide associated interface system installation planning support as required; and review or develop applicable facility and equipment drawings and specifications, develop installation plans, specifications and procedures.

**3.4.3 Installation Technical Support** The Contractor shall provide technical support to install, integrate, test, evaluate and check-out the associated interface systems, subsystems, equipment and software.

**3.4.4 Integration and Installation Support** The Contractor shall provide engineering and technical support in the installation, integration, test, and evaluation, and check-out of interface systems hardware, software, subsystems, and related systems and equipment as required.

**3.4.5 Site Support** The Contractor shall provide engineering and technical support in performing system installation and checkout testing at sites as required. These efforts shall include the performance of system installations, check-out and acceptance testing and reporting of site installation and acceptance test results (CDRL A004).

### **3.5 Configuration Management Support**

The Contractor shall provide configuration management (CM) support as required. This support shall include all activities related to CM planning, baseline management, configuration identifications, configuration audits, and configuration status records and reports.

**3.5.1 CM Planning** The Contractor shall provide CM interface planning support which shall include reviewing/developing applicable CM planning documentation and configuration management data.

**3.5.2 CM Program** The Contractor shall provide CM program engineering, technical and analytical support in accordance with a government approved Configuration Management Plan which includes an organization structure with configuration control methods, configuration audits and configuration status accounting procedures for hardware and software.

**3.5.3 Baseline Management** The contractor shall monitor and maintain accurate records reflecting the current Configuration baselines of the systems, subsystems, equipment and software. These items may be at the stages of development, enhancement, test and evaluation, or life cycle management. The records shall include the functional, allocated, development, and product baselines.

**3.5.4 Configuration Identification** The Contractor shall develop, review, update, and maintain configuration identification records for systems, equipment and software which include listing of unique hardware and software configuration items.

**3.5.5 Configuration Accounting** The Contractor shall ensure that the functional and physical characteristics of each system configuration item and match the characteristics specified by the applicable configuration identification.

**3.5.6 Configuration Audits and Review** The Contractor shall provide engineering, technical and analytical support in the performance/conduct of Y2K configuration audits and review.

**3.5.7 Configuration Status Records and Reports** The Contractor shall establish, update, maintain, and review CM records and generate the required CM reports (CDRL A007).

### **3.6 Training Support**

The Contractor shall provide planning, analysis, coordination, development, review, and maintenance for system training programs, plans, requirements and documentation as may be required as a result of system/equipment restructuring or replacement efforts.

**3.6.1 Training Requirements Analysis** The Contractor shall analyze system, equipment and computer software specifications and associated documentation to identify the specific training requirements for new or modified equipment and/or software and provide a detailed report of findings as required.

**3.6.2 Operator Course** Operator courses, if required, shall cover the necessary knowledge, skills and practical application required by the user to start up the system/equipment, operate the system/equipment, process input and output data, and shut down the system/equipment.

**3.6.3 On-Site On-the-Job Training** The Contractor shall provide on-site, and/or on-the-job training to personnel in the operation and maintenance of currently installed systems which may be affected by the restructuring/replace efforts as well as for newly installed equipment or systems. The Contractor shall develop course material for the new hardware as well as update existing training material, as required.

### **4.0 MEETINGS/REVIEWS**

The Contractor shall participate in technical meetings and progress reviews as required. The Contractor shall be responsible for preparing meeting agendas and minutes as required.

### **5.0 REPORTS AND DATA**

As required by the individual delivery orders, the contractor shall provide IHD/NSWC the following deliverables in accordance with (IAW) the contract data requirements list (CDRL) and the data item description (DID) (Advisory):

**5.1** The contractor shall submit Monthly Status Reports IAW *Contractor's Progress, Status and Management Report*, CDRLs A001, B001, C001, D001 and E001, DI-MGMT-80227, (Advisory), indicating the work accomplished, status and cost to include:

- a. Contractor's name and address;
- b. Contract number;
- c. Date of report;
- d. Period covered by report;
- e. Man-hours expended for the reporting period, and cumulatively during the contract;
- f. Cost curves portraying actual/projected conditions through contract;
- g. Cost incurred for the reporting period and total contractual expenditures as of report date;
- h. Description of progress made during period reported, including problem areas encountered, recommendations, if any for subsequent solution beyond the scope of this contract;
- i. Trips and significant results; and
- j. Plans for activities during the following period.

**5.2** *Plan of Action and Milestones (POA&M)*, IAW DI-MISC-80508, (Advisory) and CDRLs A002, B002, C002, D002 and E002.

**5.3** *Test Plan/Procedures* on an as required basis, IAW DI-MISC-80808, (Advisory), and CDRLs A003, B003, C003, D003 and E003.

**5.4** *Test Reports* on an as required basis, IAW DI-MISC-80809B, (Advisory), and CDRLs A004, B004, C004, D004 and E004.

**5.5** *Technical Report - Study/Services*, on an as required basis, IAW DI-MISC-80508, (Advisory), and CDRLs A005, B005, C005, D005 and E005.

**5.6** *Scientific Technical Report*, on an as required basis, IAW DI-MISC-80711, (Advisory) and CDRLs A006, B006, C006, D006 and E006.

**5.7** *CM Report*, on an as required basis, IAW DI-MISC-80508, (Advisory) and CDRLs A007, B007, C007, D007 and E007.

## **6.0 GOVERNMENT FURNISHED PROPERTY**

To the extent required for modification, enhancement, etc., the Government shall furnish property. Specific property shall be identified on individual delivery orders, as required.

## **7.0 MATERIAL**

In the course of the restructuring or replacement efforts under this contract, instances may occur where priorities and the unavailability of government assets will require the contractor to provide component parts through its won purchasing department to complete the tasks described in the individual delivery orders. All such purchases shall be approved in writing the COR or alternate COR prior to purchase.

## **8.0 TRAVEL**

The Contractor shall be required to travel in the performance of this contract. Specific travel requirements shall be specified in individual delivery order.

## **9.0 SECURITY**

All personnel associated with this contract shall have a DoD "secret" clearance if required by the individual delivery order. The Contractor shall have access to information and compartments with a "secret" classification. All deliverables associated with this SOW are currently "Unclassified".

## **10.0 PERIOD OF PERFORMANCE**

This contract shall be valid from date of award through 12 months thereafter, and longer to the extent option periods are exercised. The period of performance, inclusive of all options periods, shall not exceed five (5) years.

**Personnel Qualifications (Minimum) (MAY 1997)**

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

(b) The Government will review resumes of Contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from the potential employee to work will be part of the technical proposal.

(c) If the Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

(d) The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

**PERSONNEL QUALIFICATIONS****PROGRAM MANAGER (Key Personnel)**

Position requires a Master's degree with ten (10) years of professional experience or a Bachelor's degree with a total of thirteen (13) years of related professional experience. Three (3) years experience must be in the direction and management of large scale Government programs with ten (10) or more individuals

The candidate must be capable of planning, directing, and coordinating the activities of administration and program control. Must supervise technical personnel to complete tasks relating to complex integrated systems design, development or modification as required by specific delivery orders. Must have thorough knowledge and experience in systems requirements definition, work planning, budget development, fiscal control, scheduling, task control, work progress assessments, contract management, subcontract/vendor management, client communications, staff recruiting/development and personnel communications.

**SENIOR SCIENTIST (Key Personnel)**

Position requires a Doctorate degree in a project related discipline with at least five (5) years of professional qualifying experience. A Master's degree in a project related discipline may be substituted with a total of ten (10) years professional experience. A Bachelor's degree in a project related discipline may be substituted with a total of fifteen (15) years professional experience.

The candidate must have demonstrated experience solving complex design engineering problems for modern complex integrated systems. Specific areas of expertise may vary, but typically include: advanced Ada architecture and technologies and mathematical modeling; system architectures; applied physics; computer generated imagery; digital/analog systems; human factors engineering; and electronic sensor technologies.

The candidate must possess the experience and skills to independently research solutions to complex simulation and/or computational problems, and determine optimal

solutions. The candidate will be required to develop technical reports, direct and supervise the technical work of junior staff members, and make formal technical presentations as required.

#### **SENIOR SYSTEMS ANALYST** (Key Personnel)

Position requires a Master's degree in a project related discipline with six (6) years of directly applicable professional experience. A Bachelor's degree in a project related discipline may be substituted with a total of nine (9) years of related professional experience. A total of fifteen (15) years of directly applicable professional experience may also be substituted for no degree with formal technical training in a related discipline.

The candidate must be able to direct and participate in the development of overall system concepts, designs and technical approaches to meet broadly stated requirements and objectives. Position requires broad expertise in electrical equipment engineering techniques and solutions. Must direct and perform top-level system analysis, perform trade studies, perform technical optimizations, and develop high-level designs. Must direct and supervise junior technical staff, prepare complex technical documentation, conduct technical reviews and deliver technical presentations. Candidate will direct and participate in all phases of system development with emphasis on the planning, analysis, system integration, unit and system testing, debugging, and acceptance phases.

#### **SYSTEMS ANALYST**

Position requires a Bachelor's degree in a project related discipline with five (5) years of directly applicable professional experience. A total of twelve (12) years of directly related professional experience may be substituted for no degree with technical training schools. This position supports senior technical and engineering personnel assisting in systems analysis and systems designs to complex integrated systems.

With a broad background in electronic equipment development, the candidate must perform assigned portions of system design, research and evaluations, trade studies, technical and fiscal optimizations, reliability and maintainability evaluations, simulation analysis, and performance predictions. Must assist in developing complex technical documentation and technical presentations. Participates in all phases of system development including planning, analysis, development, integration, testing and acceptance.

#### **JUNIOR SYSTEMS ANALYST**

Position requires a Bachelor's degree in a project related discipline and no experience, or eight (8) years related experience and technical training schools. This position supports the analyst and senior analyst in developing, updating or modifying complex integrated systems.

Under close supervision, the candidate must be capable of performing assigned portions of system analysis, engineering research, system design, programming, trade studies, data gathering, and documentation modification or development. The candidate must possess basic engineering and analytical skills to assist in the entire system development process

#### **SENIOR ENGINEER** (Key Personnel)

Position requires a Master's degree in a scientific or engineering discipline with six (6) years related professional experience, with two (2) years as project technical lead. A Master's degree may be substituted with a Bachelor's degree in a project related discipline with a total of ten (ten) years of directly related professional experience.

Candidates must be specialized and experienced in one of the following engineering specialties: Electrical, Software, Mechanical, or Systems Engineering, as required by each project. This is a senior level position requiring little supervision to develop top level and detailed engineering designs, and develop optimized engineering solutions to complex problems. Candidate must be experienced with all phases of complex integrated system development. Must be able to direct, manage, and participate in developing system specifications, evaluating design/technology options, complete system development, equipment testing, system architectures, and engineering documentation. Must be capable of preparing complex reports, briefings and presentations. Provides direct supervision to junior technical staff members.

If the specialty is Electrical Engineering, the candidate's experience and skills should include the design, development, and test of integrated digital and linear circuits and subsystems; the identification of compliant commercial electrical components; the design and development of equipment and instrumentation; hardware test plans and procedures; interface designs; power distribution systems; and audio/intercom systems.

If the specialty is Software Engineering, the candidate's experience and skills must include the design, development, documentation, test and implementation of complex software; structured and object oriented methodologies; automated CASE tools; code development in various high level languages; life-cycle documentation; database structures and systems; networks; simulation modeling or algorithm development; computer graphics; and modern software CM/QA techniques.

If the specialty is Mechanical Engineering, the candidate's experience and skills must include the identification and procurement of compliant commercial hardware components, mechanical switches and sensors; the design and development of hardware enclosures, complex mechanical assemblies, structural assemblies, and instrumentation; hardware test plans and procedures; and the development of detailed mechanical designs and CAD drawings.

If the specialty is Systems Engineering, the candidate's experience and skills should include a broad background in digital and analog electrical and electronic subsystems and systems; a broad background in software development; the design and development of AC and DC circuits; digital and electronic interface equipment; systems technical documentation; the integration of embedded processors and computers with real-time data conversion systems; and digital networks and audio systems.

## **ENGINEER**

Position requires a Bachelor's degree in a scientific or engineering discipline with eight (8) years related engineering experience. An Associates degree (or technical training schools) in a technical or engineering discipline may be substituted with a total of fifteen (15) years of directly applicable engineering experience. Candidates must be specialized and experienced in one of the following engineering specialties: Electrical, Software, Mechanical, or Systems Engineering, as required by each project.

Candidates will assist the Senior System's Engineer to develop assigned portions of top level and detailed engineering designs, and assist in developing optimized engineering solutions to complex problems. Must be experienced with all phases of complex integrated system development. Must be able to assist in developing system specifications; evaluating design/technology options; complete system development; equipment integration; equipment

testing; system architectures; and engineering documentation. Must be capable of preparing reports, briefings and presentations. Provides guidance and assistance to junior staff members.

#### **JUNIOR ENGINEER**

Position requires a Bachelor's degree in a scientific or engineering discipline with two (2) years of related engineering experience. An Associates degree (or technical training schools) in a technical or engineering discipline may be substituted with a total of ten (10) years of directly applicable engineering experience. Candidates must be specialized and experienced in one of the following engineering specialties: Electrical, Software, Mechanical, or Systems Engineering as required by each project.

Candidate must be able to assist in developing assigned portions of system specifications; system designs; subsystem development; equipment testing; system architecture development; system integration and test; engineering performance predictions; and engineering documentation. Must be capable of researching and collecting engineering data, and assist in preparing reports, briefings and presentations.

#### **TRAINING SPECIALIST (Key Personnel)**

Position requires a Master's degree with six (6) years of directly related professional experience. Three (3) years of experience should be related to Government training programs. A Bachelor's degree may be substituted with a total of nine (9) years of related professional experience. This is a senior level position, requiring little supervision to direct, manage and develop training materials and training documentation.

The candidate must have demonstrated experience in the design, development, implementation and evaluation of Government training courses, training materials, training system documentation, curricula, and courseware as appropriate for the specific delivery order in accordance with Government standards. Must be experienced in directing and performing training requirements analysis, training material development, and instructional system effectiveness.

#### **SENIOR LOGISTICS SPECIALIST (Key Personnel)**

Position requires a Master's degree and six (6) years of related professional experience. The Master's degree may be substituted with a Bachelor's degree and a total of nine (9) years of related professional experience. The Bachelor's degree may be substituted with fifteen (15) years of related professional experience and technical training schools. The candidate must have five (5) years logistics experience in complex integrated Government systems.

The candidate must have demonstrated experience in the development of ILS systems and complex technical documentation. Experience is to include life-cycle development and management of logistics support elements for complex integrated systems during their acquisition, development and operational phases. Logistics elements include: maintenance planning; supply support; support and test equipment, technical data support packages/documentation; computer resources support; initial training; and configuration baseline management. The candidate must have the skills and experience to direct, manage and participate in the development of operation and maintenance manuals, level of repair analysis, recommend tools and test equipment lists, initial support items lists, spare parts kits/lists, vendor support data and other logistic support documentation for complex systems

### **LOGISTICS SPECIALIST**

Position requires a Bachelor's degree and five (5) years of related professional experience. The Bachelor's degree may be substituted with twelve (12) years of related professional experience and technical training schools. The candidate must have at least three (3) years logistics experience in complex integrated Government systems. The candidate must have experience in life-cycle development and management of logistics support elements for integrated systems during their acquisition, development and operational phases. Logistics elements include maintenance planning; supply support; support and test equipment; technical data support packages/documentation; and configuration baseline management.

The candidate must have the skills and experience to assist in the development of assigned portions of operation and maintenance manuals, level of repair analysis, recommended tools and test equipment lists, initial support items lists, spare parts kits, vendor support data, and other logistics support documentation. Must be experienced in the development of logistics support systems in accordance with Government specifications and standards.

### **SENIOR ELECTRONICS TECHNICIAN**

Position requires a high school diploma with eight (8) years of related technical experience. Experience may include electronic assembly, mechanical assembly, installation, test and troubleshooting of electronic equipment, subsystems, and electro-mechanical systems.

Candidate must have experience and skills in operation and use of electronic test equipment; reading and interpreting schematic diagrams, wire lists and drawings.

### **ELECTRONICS TECHNICIAN**

Position requires a high school diploma with two (2) years of related technical experience. Must be experienced in performing electronic assembly, mechanical assembly installations, and repair of electronic and digital circuits and equipment. Must be able to properly operate test equipment and read schematic/wire diagrams. Must be able to perform electronic and mechanical tests in accordance with written test procedures.

### **TECHNICAL WRITER**

Position requires a Bachelor's degree in technological writing or related field and three (3) years of related professional experience. The Bachelor's degree may be substituted with an Associates degree with five (5) years related professional experience or a high school diploma with seven (7) years related experience.

Candidate must have experience in writing scientific, technical engineering or other professional materials. Must be capable of developing technical manuals, technical documentation, and training materials in accordance with applicable Government standards. Under supervision, must be capable of completing specific writing assignments in a clear and concise manner. Must work with engineering, logistic and design/drafting personnel to gather data for various manuals and publications.

### **COST/BUDGET ANALYST**

Position requires a Bachelor's degree in accounting or related field with three (3) years of related professional experience. The Bachelor's degree may be substituted with an Associates degree with five (5) years related professional experience or a high school diploma with seven (7) years related experience. Two years experience should be with Government programs. Relevant experience includes program cost estimating, cost tracking, budget development and cost audits.

Candidate must have demonstrated experience in cost estimating of comprehensive work breakdown structures (WBS), cost based bottom-up engineering, and schedule based cost estimates. Demonstrated experience in mathematical cost estimating relationships (CER) and life-cycle cost estimates for Government programs.

#### **CONFIGURATION MANAGEMENT/DATA MANAGEMENT SPECIALIST**

Position requires a Bachelor's degree in business management or related field with three (3) years of related professional experience. The Bachelor's degree may be substituted with an Associates degree with five (5) years related professional experience or a high school diploma with seven (7) years related experience.

The Configuration Management (CM) Specialist must have experience in the establishment, operation, reporting and tracking of a configuration management system for documentation. Must be thoroughly experienced in baseline control; CM library development and maintenance; technical review board and change control board participation; configuration item identification; and CM audits and inspection.

As Data Management (DM) Specialist, must have experience in the establishment operation, reporting and tracking of a data management system for contract deliverables, documentation, drawings, files, software and publications. Must be thoroughly familiar with baseline control, data library operation, and delivery schedule monitoring.

#### **ADMINISTRATIVE ASSISTANT**

Position requires a High School diploma and at least one (1) year of related experience. Experience must include administrative support to technical programs, assisting in report/publication preparation, word processing, and basic cost/data management as it relates to program cost allocation and tracking and small purchasing requirements. Knowledge and operation of PC based office productivity software and hardware is required. Requires knowledge of Government program report requirements and formats.

#### **ITEM(S) - DATA REQUIREMENTS (NAVSEA) SEP 1992**

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s), attached hereto in **Section J**.

#### **CONTRACTOR'S PROPOSAL (NAVSEA) SEP 1990**

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated \_\_\_\_\_ in response to NAVSEA Solicitation No. **N0017498R0009**.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-33) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specifications" in the order of precedence.

#### **SINGLE PROCESS INITIATIVE NOV 1996**

The Contractor shall comply with those Single Process Initiative (SPI) processes incorporated in this contract and identified as substitutes for specified requirements stipulated herein.

**COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (NOV 1996)**

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer data base does not meet the minimum functional requirements of this contract. In the event there is any routine to disable the computer software or computer data base in the future, that date certain shall not be less than 25 years after the delivery date of the computer software or computer database.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in humanform on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

**YEAR 2000 WARRANTY--NON-COMMERCIAL SUPPLY ITEMS (NAVSEA) (NOV 1996)**

The Contractor warrants that each non-commercial item of hardware, software, and firmware delivered or developed under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all listed or unlisted products (e.g., hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed

products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this contract, provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

## **SECTION D - PACKAGING AND MARKING**

### **MARKING OF SHIPMENTS (COMMERCIALY PACKAGED ITEMS) (IHD/NSWC)**

(a) Marking shall be in accordance with ASTM D 3951-90, "Commercial Packaging of Supplies and Equipment."

(b) Additional markings are stated below:

Contract No: (insert contract number)

Bldg: (per individual delivery orders)

Code: (per individual delivery orders)

\*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

### **DATA PACKAGING LANGUAGE**

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

### **MARKING OF REPORTS (NAVSEA) (SEP 1990)**

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

## **SECTION E - INSPECTION AND ACCEPTANCE**

**52.246-5**

### **Inspection of Services--Cost-Reimbursement. APR 1984**

#### **VERIFICATION OF SERVICES AND TIME RECORDS (IHD/NSWC)**

(a) The performance of work and the assignment of personnel hereunder shall be subject to random verification by the Government from time to time during the effective period of the contract. The purpose of such inspection is to assure the qualifications of assigned personnel, verify the categories of labor being utilized, ascertain the accuracy of time and labor charges, preserve the identification of Government equipment and/or parts and material acquired for Government use and otherwise verify compliance with contractual requirements.

(b) In this regard the Contractor recognizes the Government's right to conduct random "checks" provided such are made during reasonable hours of the workday and do not unduly delay or inhibit workflow or Contractor performance. The Contractor agrees to make available, upon request, to cognizant Government personnel, appropriate resumes, individual labor category classifications, pertinent time cards and payroll records and such other contract associated records as may be reasonably required to substantiate contract compliance.

(c) When review of work in-process is determined necessary by the Contracting Officer, the Government reserves the right to conduct this review at the Contractor's plant or to require the Contractor to bring work-in-process to the Indian Head Division, Naval Surface Warfare Center for review.

#### **INSPECTION AND ACCEPTANCE (DESTINATION) (JAN 92) (IHDNSWC)**

Inspection and Acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

#### **INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA**

Inspection and Acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

## SECTION F - DELIVERIES OR PERFORMANCE

52.242-15                      Stop-Work Order. (AUG 1989) -- Alternate I APR 1984  
52.247-34                      F.o.b. Destination    NOV 1991

### CONTRACTOR NOTICE REGARDING LATE DELIVERY (IHD/NSWC)

In the event the contractor for any reason anticipates or encounters difficulty in complying with the contract delivery schedule or date or in meeting any of the other requirements of the contract, he/she shall immediately and simultaneously notify in writing, both the Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The written notice should give pertinent details; provided, however, that this data shall be informational only in character and that its receipt by the Government shall not be construed as a waiver by the Government (a) of any delivery schedule or date or (b) of compliance with other requirements by the contractor or (c) of any other rights or remedies provided to the Government by law or under this contract.

### PLACE OF DELIVERY: DESTINATION (IHD/NSWC)

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

The address specified under the individual delivery order.

(b) Proposals submitted on a basis other than F.O.B. Destination will be rejected as nonresponsive and proposals may be deemed unacceptable.

### PERIOD OF PERFORMANCE (IHD/NSWC)

The effort to be performed under this contract shall be completed within a period of **[60] months (if all options are exercised)** beginning with the effective date of this contract. The total period of performance, including delivery of data, shall be for a duration of **[60] months (if all options are exercised)** beginning with the effective date of this contract.

### DATA DELIVERY LANGUAGE FOR SERVICES PROCUREMENTS

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified under each individual delivery order.

SECTION G - CONTRACT ADMINISTRATION DATA

252.242-7000

Postaward Conference.

DEC 1991

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and [2] copies, to the [contract auditor\*] at the following address:

**Contractors DCAA Office**

[X]unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to [the Contracting Officer's Representative]. Following verification, the [contract auditor\*] will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than [30] calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

[ ] is required with each invoice submittal.

[X] is required only with the final invoice.

[ ] is not required.

(f) A Certificate of Performance

**[X] shall be provided with each invoice submittal.**

**[ ]** is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

#### **DELEGATION OF AUTHORITY FOR CONTRACT ADMINISTRATION (IHD/NSWC)**

The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Region is hereby designated as the authorized representative of the Contracting Officer for purposes of administering this contract in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished hereunder, technical cognizance is retained by the **Indian Head Division, Naval Surface Warfare Center, Indian Head, Maryland.**

#### **INDIAN HEAD DIVISION, NAVAL SURFACE WARFARE CENTER HOURS OF OPERATION AND HOLIDAY SCHEDULE (IHD/NSWC)**

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Surface Warfare Center. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Surface Warfare Center are:

HOLIDAY	DATE OF OBSERVANCE
New Year's Day	1 January (Wednesday)*
Martin Luther King's Birthday	20 January (Monday)*
President's Day	17 February (Monday)*
Memorial Day	26 May (Monday)*
Independence Day	4 July (Friday)*
Labor Day	1 September (Monday)*
Columbus Day	13 October (Monday)*
Veteran's Day	11 November (Tuesday)*
Thanksgiving Day	27 November (Thursday)*
Christmas Day	25 December (Thursday)*

\* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Purchase Division and Receiving Branch are as follows:

AREA	FROM	TO
Purchase Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	8:00 A.M. 12:30 P.M.	11:30 A.M. 2:00 P.M.

If you intend to visit the Purchase Division, it is advised that you call for an appointment at least 24 hours in advance.

**COMMUNICATIONS (IHD/NSWC)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the contracting officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and not with standing provisions contained elsewhere in this contract, the authority remains solely the contracting officer's. In the event the contractor effects any changes at the direction of any person other than the contracting officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the contracting officer is:

<b>NAME</b>	<b>Celeste A. Mills</b>
<b>ADDRESS</b>	<b>101 STRAUSS AVE, INDIAN HEAD, MARYLAND 20640</b>
<b>TELEPHONE</b>	<b>(301)743-6655</b>

**PROGRESS AND STATUS REPORT, LEVEL OF EFFORT CONTRACTS**

(a) The Contractor shall prepare and submit a report as a supplement to each Standard Form 1034 presented for payment. The report shall cover the term for which the invoice is submitted and shall include the following information, when applicable:

(1) Identification Elements

- a. Title ("Level of Effort, Progress and Status Report")
- b. Contract, Invoice and Control Numbers
- c. Contractor's Name and Address
- d. Date of Report
- e. Reporting (invoicing) Period
- f. Name of Individual Preparing Report

(2) Description Elements

- a. Description of progress made during the reporting period, including problem areas encountered, and recommendations.
- b. Results obtained relating to previously identified problem areas.
- c. Deliverables completed and delivered.
- d. Extent of subcontracting and results achieved.
- e. Extent of travel, including identification of individuals performing the travel, the labor categories of such individuals, the total number of travelers, the period of travel by labor category, and the results of such travel.
- f. Labor hours expended for the period and cumulatively, broken out to identify labor categories and specific individuals\* utilized and the amount of labor hours expended by each.
- g. Labor hours, by labor category and

cumulatively, anticipated to be required for completion of the contract.

- h. Materials and other direct cost items expended in performance of the contract during the reporting period.
- i. Problem areas and recommendations involving impact on technical, cost and scheduling requirements.

(b) Each report shall address each element of paragraph (2) above. Where the element is not applicable, the report shall so state.

(c) Distribution of the report shall, as a minimum, be one (1) copy to the Contract Administration Office and one (1) copy to the Contracting Officer's Technical Representative. Additional requirements may be established in a DD Form 1423, Contract Data Requirements List.

(d) Requiring activities will insure this report along with copies of the invoice are retained.

\*If, for reasons of company proprietary interest, it is desired to withhold names of individuals from the report, a unique identifier (such as payroll number) will be accepted; provided, however, that no more than one such identifier is utilized by any individual under this or any other contract effort, and that the names of the individuals so identified will be made to the Contracting Officer upon request.

#### **PROGRESS AND STATUS REPORT, LEVEL OF EFFORT CONTRACTS ALT I**

(2) Delivery Order Description Elements. For each delivery order included in the invoice, the report, shall include:

- a. Delivery order number.
- b. Description of progress made during the reporting period, including problem areas encountered, and recommendations.
- c. Results obtained relating to previously identified problem areas.
- d. Deliverables completed and delivered.
- e. Extent of subcontracting and results achieved.
- f. Extent of travel, including identification of individuals\* performing the travel, the labor categories of such individuals, the total number of travelers, the period of travel by labor category, and the results of such travel.
- g. Labor hours expended for the period and cumulatively broken out to identify labor categories and specific individuals\* utilized and the amount of labor hours expended by each.
- h. Labor hours, by labor category and cumulatively, anticipated to be required for completion of the order.
- i. Materials and other direct cost items expended in performance of the Delivery Order.
- j. Problem areas and recommendations involving impact on technical, cost and scheduling requirements.

The highest level of security required under this contract is **SECRET** as designated on DD Form 254 attached, and made a part hereof.

Indicate the name, address and telephone number of the cognizant security office(r) here:

The facilities to be used in the performance of this effort have been cleared to level.

(The offeror should also provide the above information on all proposed subcontractors who will be required to have a security clearance).

**POINT OF CONTACT FOR STATUS OF INVOICES (IHD/NSWC)**

The point-of-contact concerning status of invoices, or other matters relative to receipt, acceptance, or payment is **Code 1141Q Stan Rye - (301)743-6273**.

**DEFINITION OF STRAIGHT TIME AND OVERTIME (IHD/NSWC)**

a. Straight (Regular) Time: is defined as the normal workday of eight hours per day, five days per week (Saturdays, Sundays and holidays excepted).

b. Overtime: is usually defined as any work in excess of eight hours per day or in excess of forty hours per week or work performed on Saturdays, Sundays and holidays. However overtime as defined by state laws with jurisdiction over the place of performance shall apply to this contract. Overtime shall be used only upon prior approval of the Contracting Officer.

**SECURITY BADGES AND ON-SITE CONTRACTOR PERSONNEL IHD/NSWC**

Security badges will be issued by the Government only to those contractor personnel who require access to Naval Surface Warfare Center in connection with work to be performed under this contract. Approval for such issuance's may only be granted by the COTR, Ordering or Contracting Officer. The Contractor shall maintain a register of employees currently authorized access to the Naval Surface Warfare Center. This does not include badges temporarily authorized for contractor visitors to Naval Surface Warfare Center. Furthermore, the contractor shall maintain a current register of contractor personnel with full or part-time work or office space located on board the Naval Surface Warfare Center. This register will be made available upon request of the Contracting Officer. The contractor shall follow station security procedures in this regard.

**CONTRACT ADMINISTRATION DATA LANGUAGE**

(a) Enter below the Contractor's address for receipt of payment if such address is different from the address shown on the SF 26 or SF 33, as applicable.

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(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

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**REPORTING REQUIREMENTS(FEB 1997) (NSWC IHD)**

A status report shall be submitted on a monthly basis to the Procurement Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and

Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

**ORDERING UNDER MULTIPLE AWARD CONTRACTS (FEB 1997) (NSWCIHD)**

In the event that multiple awards result from this solicitation, task orders will be issued, competed, evaluated and awarded in accordance with the specific terms and conditions of each delivery order which may include price, past performance, technical proposal, or a combination thereof. Fair Opportunity to compete for each individual order need not be given to awardees for a particular order over \$2500.00 due to (1) urgency of the task, (2) quality of past deliverables or (3) economy/efficiency interests as determined by the Contracting Officer.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (IHD/NSWC)**

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

<b>SECTION</b>	<b>TITLE</b>
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)
M	Evaluation Factors for Award

### **CONTRACTING OFFICER'S REPRESENTATIVE (COR) (IHD/NSWC)**

(a) The COR for this contract is:

Name: **Joe McClure**  
Mailing Address: **Naval Surface Warfare Center, IH DIV**  
Code: **655M** Telephone No.: **301-743-4628 x276**

(b) The COR for this contract is:

Name: **Maria Gonzalez**  
Mailing Address: **Naval Surface Warfare Center, IH DIV**  
Code: **655N** Telephone No.: **301-743-4628 x295**

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery order).

(d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery order, until the ordering officer has issued a modification to the delivery order); or until the issue has been otherwise resolved.

(e) In the event that the COR named above is absent due to leave, illness or official business, all responsibility and functions assigned to the COR will be the responsibility of the alternate COR.

### **TYPES OF DELIVERY ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS (FEB 1997) (NSWCIHD)**

(a) The following types of delivery orders will be issued under this contract: **COST PLUS FIXED FEE**

### **GOVERNMENT-FURNISHED PROPERTY (FEB 1997) (NSWCIHD)**

(a) The Government will furnish the following property to the Contractor for use in performance of this contract in accordance with the following schedule:

**TO BE SPECIFIED UNDER INDIVIDUAL DELIVERY ORDERS.**

(b) The property will be delivered at the Governments expense at or near (The contractor is to insert the address, city or town and state in which the plant is located; and if rail transportation is specified in paragraph (a) above, the exact location of private siding or public team tract at which rail shipments will be received, as well as the name of the railroad(s)):

\_\_\_\_\_

\_\_\_\_\_

(c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the contractor.

(d) Within 30 days after Government furnished property is determined by the contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the Contractor shall notify the Contracting Officer, in writing, thereof.

**NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS MAY 1993**

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

**5252.216-9112 ORDERS (COST-PLUS-FIXED-FEE) (NOV 1996)**

(a) General. Orders for supplies or services specified in Section B of the Schedule may be issued by the Contracting Officer at any time during the effective period of this agreement. Except as otherwise provided in paragraph (e) of this clause, the Contractor agrees to-accept and perform orders issued by the Contracting Officer within the scope of this agreement. It is understood and agreed that the Government has no obligation under the terms of this agreement to issue any orders. Except as otherwise provided in any order, the Contractor shall furnish all materials and services necessary to accomplish the work specified in each order issued hereunder; provided, however, that this agreement shall not be used for the furnishing of supplies or services which are covered by any "guaranty" or "warranty" clause(s) of the contract(s) under which the supplies were manufactured. In

the event of any inconsistency between any order and this agreement, this agreement shall control. All the requirements of this agreement shall be applicable to all orders issued hereunder. Wherever the word "contract" appears in this agreement, it shall be deemed to include within its meaning the word "order", and each order shall be considered a separate binding contract as of its effective date. The Contractor shall segregate the costs incurred in the performance of any order issued hereunder from the costs of all other orders issued under this agreement.

(b) Ordering. Orders and revisions thereto shall be made in writing and be signed by any authorized Contracting officer cited in paragraph (i). Each order shall:

(1) set forth detailed specifications or requirements for the supplies or services being ordered, (or reference applicable specifications or requirements in Section C of this agreement), and, if applicable, shall refer to the appropriate item under Section B of this agreement;

(2) set forth quantities being ordered;

(3) set forth preservation, packaging and packing instructions, if any;

(4) set forth delivery or performance dates;

(5) designate the place(s) where inspection and acceptance will be made by the Government;

(6) set forth the estimated cost and fixed fee or, in the case of an undefinitized order, the definitization schedule and both the monetary limitation on Government liability for the undefinitized order and the maximum ceiling amount at which the order may be definitized;

(7) set forth appropriation and accounting data for the work being ordered;

(8) be dated;

(9) be identified by number in accordance with DFARS 204.7004;

(10) set forth the property, if any, to be furnished by the Government and the date(s) such property is to be delivered to the Contractor;

(11) set forth the disbursing office where payment is to be made and other applicable contract administration data;

(12) cite the applicable circumstance or exception and the justification control number. orders for items not identified in the class justification, or an individual justification and the basic ordering agreement are unauthorized;

(13) be issued on an SF 26 or DD Form 1155; and

(14) set forth any other pertinent information.

(c) Priced Orders. Except as otherwise provided in paragraph

(d) below, the Contractor shall not begin any work on an order until the estimated cost and fixed fee for the order have been agreed upon by the Contracting Officer and Contractor and an order is issued by the Contracting Officer. Upon receipt of a proposed order, the Contractor shall promptly submit to the Contracting Officer a cost proposal for the work specified in the order., The Contractor shall submit a signed SF 1411 (Contract Pricing Proposal) or such other cost or pricing data as the Contracting Officer may require. Promptly after receipt of the Contractor's proposal and supporting cost or pricing data, the Contractor and the Contracting Officer shall negotiate and agree upon the estimated cost, fixed fee, and delivery schedule for the work being

ordered. The estimated cost, fixed fee, and delivery schedule, as agreed upon, shall be set forth in the priced order and the order shall be signed by both the Contracting officer and the Contractor. Upon receipt of the priced order, the Contractor shall promptly commence work and shall diligently complete it.

(d) **Undefinitized Orders.** Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a priced order, the Contracting officer may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation on Government liability, a maximum ceiling amount, and a schedule for definitization of the order, as described in subparagraph (f)(2) below. Upon request, the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum amount (including fee) at which the order may be definitized. Except as provided in paragraph (e) below, the Contractor shall commence performance of the order upon receipt. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any undefinitized order.

(e) **Rejection of Unilateral orders.** The Contractor may reject any unilateral order if the Contractor determines that it cannot feasibly perform the order or if it does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen (15) days of issuance of the order the Contractor notifies the Contracting Officer in writing of its rejection of the order.

(f) **Definitization of Undefinitized Orders.** (1) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the CPFF and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) other mutually agreeable clauses, terms and/or conditions. No later than sixty (60) days after the undefinitized order is issued, the Contractor shall submit a cost proposal with sufficient data to support the accuracy and derivation of its CPFF proposal; and, when required by FAR or the Contracting Officer, cost or pricing data, including SF 1411. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The CPFF agreed upon shall be set forth in a bilateral modification to the order. In no event shall the CPFF exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

(i) a specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.7401; or

(ii) the date on which the amount of funds obligated by the Government under the undefinitized order exceeds fifty percent (50%) of the order's maximum ceiling amount, except as provided in subparagraph (f)(3) below.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (f)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable CPFF in accordance with Subpart 15.8 and Part 31 of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).

(g) Limitation of Government Liability. (1) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made or if such obligations are incurred, those expenditures and obligations will be at the Contractor's sole risk and expense. Further, the limitation of liability shall be the maximum Government liability if the order is terminated. The clause at FAR 52.216-24 shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than \$25,000; special access programs; and Congressionally-mandated long-lead procurements; and except as otherwise provided in subparagraph (g)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the maximum ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal, as defined in DFARS 217.7401 to definitize an order before the Government obligated fifty percent (50%) of the maximum ceiling amount, the Contracting Officer may increase the limitation of Government Liability up to no more than seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the total CPFF proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditure under an order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to definitization.

#### **NAVSEA 5252.216-9122 LEVEL OF EFFORT JUL 1986**

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be **1,110,600** total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that (Offeror to fill-in) man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations, or other

time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately \_\_\_\_\_ hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee (Required LOE - Expended LOE)} \\ \text{Required LOE}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in

hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

**NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)**

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	PERIOD OF PERFORMANCE
	\$	\$	

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

**5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)**

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.



## SECTION I - CONTRACT CLAUSES

### 252.201-7000 Contracting Officers Representative. (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

52.202-1	Definitions.	OCT 1995
52.203-3	Gratuities.	APR 1984
52.203-5	Covenant Against Contingent Fees.	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government.	JUL 1995
52.203-7	Anti-Kickback Procedures.	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	JUN 1997
252.203-7001	Special Prohibition on Employment.	JUN 1997
252.203-7002	Display of DoD Hotline Poster.	DEC 1991
52.204-2	Security Requirements.	AUG 1996
52.204-4	Printing/Copying Double-Sided on Recycled Paper.	JUN 1996
252.204-7000	Disclosure of Information.	DEC 1991
252.204-7002	Payment for Subline Items Not Separately Priced.	DEC 1991
252.204-7003	Control of Government Personnel Work Product.	APR 1992
252.205-7000	Provision of Information to Cooperative Agreement Holders.	DEC 1991
52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	JUL 1995
252.209-7000	Acquisition From Subcontractors Subject to Onsite Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty.	NOV 1995
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country.	SEP 1994
52.211-15	Defense Priority and Allocation Requirements.	SEP 1990
52.215-2	Audit and Records - Negotiation.	AUG 1996
52.215-8	Order of Precedence - Uniform Contract Format.	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data.	
52.215-12	Subcontractor Cost or Pricing Data.	OCT 1997

		OCT 1997
52.215-14	Integrity of Unit Prices.	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications.	
		OCT 1997
252.215-7000	Pricing Adjustments.	DEC 1991
52.216-7	Allowable Cost and Payment.	MAR 1997
52.216-8	Fixed Fee.	MAR 1997

**52.216-18 Ordering. (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **[DATE OF CONTRACT AWARD] through [ONE YEAR THEREAFTER, UNLESS EXTENDED IN ACCORDANCE WITH THE OPTION PROVISIONS OF THE CONTRACT.]**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**52.216-19 Order Limitations. (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **[\$1,000.00]**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of **the total value of the contract;**

(2) Any order for a combination of items in excess of **the total value of the contract;** or

(3) A series of orders from the same ordering office within **the period of the contract** days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [7] days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**52.216-22 Indefinite Quantity. (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **365 days after exercise of Option Year 4.**

#### **ISSUANCE OF ORDERS BASED SOLELY ON GOVERNMENT ESTIMATE (FEB 1997) (NSWCIRD)**

(a) When the government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the Contracting Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order.

(b) The unilaterally priced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Contracting Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order. If the contractor provides written acceptance of the order as issued, it shall be considered negotiated and no bilateral modification shall be required.

(c) The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order before the proposal is submitted.

(d) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Contracting Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order within 60 days after submission of the contractor's proposal.

(e) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes."

#### **ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES (FEB 1997) (NSWCIRH)**

(a) In general, orders will be issued under this contract using the following streamlined procedures:

(1) For each proposed order, the contracting officer will provide the contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the contracting officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the contractor.

(3) If the contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the contracting officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the contracting officer and the contractor, and the contracting officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the contractor.

(b) There may be occasions when the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent. On such occasions, the Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order.

(c) The unilaterally priced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order.

(d) The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order before the proposal is submitted.

(e) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order.

(f) Should the Ordering Officer and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer will issue a modification to the unilaterally priced order which establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests the price to be negotiated by submission of a proposal.

(g) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes."

#### **52.217-9 Option to Extend the Term of the Contract. (MAR 1989)**

(a) The Government may extend the term of this contract by written notice to the Contractor within **[365 days after the effective date of the contract or within 365 days after exercising a previous option]**; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least **60** days

before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed [60] months.

**52.219-8 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns. (JUN 1997)**

(a) It is the policy of the United States that small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals and small business concerns owned and controlled by women.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) As used in this contract, the term small business concern shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term small business concern owned and controlled by socially and economically disadvantaged individuals shall mean a small business concern (1) which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 per centum of the stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124. The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act. The Contractor shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.

(d) The term small business concern owned and controlled by women shall mean a small business concern -

(1) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women; and

(e) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals or a small business concern owned and controlled by women.

**52.219-11 Special 8(a) Contract Conditions. FEB 1990**

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements and advance payments, delegates to the **Naval Surface Warfare Center, Indian Head Division** the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; *provided, however,* that the **Naval Surface Warfare Center, Indian Head Division** shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the **Naval Surface Warfare Center, Indian Head Division**.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(f) To notify the **Naval Surface Warfare Center, Indian Head Division** Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

**52.219-12 Special 8(a) Subcontract Conditions. FEB 1990**

(a) The Small Business Administration (SBA) has entered into Contract No. [*insert number of contract*] with the **Naval Surface Warfare Center, Indian Head Division** to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The [*insert name of subcontractor*], hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. [*insert number of contract*] for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the **Naval Surface Warfare Center, Indian Head Division** with complete authority to take

any action on behalf of the Government under the terms and conditions of this contract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the **Naval Surface Warfare Center, Indian Head Division**.

(4) That it will notify the **Naval Surface Warfare Center, Indian Head Division** Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the **Naval Surface Warfare Center, Indian Head Division**.

52.219-14

Limitations on Subcontracting.

DEC 1996

52.219-17 Section 8(a) Award. DEC 1996

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the **Naval Surface Warfare Center, Indian Head Division** the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; *provided*, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the **Naval Surface Warfare Center, Indian Head Division** Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the ``Disputes'' clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the **Naval Surface Warfare Center, Indian Head Division**.

**52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns. (JAN 1997)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer -

(1) SIC code **7371** is specifically included in the Offeror's approved business plan;

(2) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(3) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term United States includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The [insert name of SBA's contractor] will notify the **Naval Surface Warfare Center, Indian Head Division** Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

52.222-2	Payment for Overtime Premiums.	JUL 1990
52.222-3	Convict Labor.	AUG 1996
52.222-26	Equal Opportunity.	APR 1984
52.222-28	Equal Opportunity Preaward Clearance of Subcontracts	APR 1984
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans.	APR 1984
52.222-36	Affirmative Action for Handicapped Workers.	APR 1984
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era.	JAN 1988
52.222-41	Service Contract Act of 1965, as Amended.	MAY 1989
52.222-42	Statement of Equivalent Rates for Federal Hires	MAY 1988
52.222-43	Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)	MAY 1989
52.223-2	Clean Air and Water.	APR 1984
52.223-6	Drug-Free Workplace.	JAN 1997
52.223-14	Toxic Chemical Release Reporting.	OCT 1996
252.223-7004	Drug-Free Work Force.	SEP 1988
252.223-7006	Prohibition on storage and disposal of toxic and hazardous materials.	APR 1993

52.225-11	Restrictions on Certain Foreign Purchases.	OCT 1996
252.225-7001	Buy American Act and Balance of Payments Program	JAN 1994
252.225-7002	Qualifying Country Sources as Subcontractors	DEC 1991
252.225-7012	Preference for Certain Domestic Commodities.	SEP 1997
252.225-7026	Reporting of contract performance outside the United States.	NOV 1995
252.225-7031	Secondary Arab Boycott of Israel	JUN 1992
52.227-1	Authorization and Consent.	JUL 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	AUG 1996
252.227-7013	Rights in Technical Data--Noncommercial Items.	NOV 1995
252.227-7016	Rights in bid or proposal information.	JUN 1995

**252.227-7026 Deferred Delivery of Technical Data or Computer Software. APR 1988**

The Government shall have the right to require, at any time during the performance of this contract, within two (2) years after either acceptance of all items (other than data or computer software) to be delivered under this contract or termination of this contract, whichever is later, delivery of any technical data or computer software item identified in this contract as "deferred delivery" data or computer software. The obligation to furnish such technical data required to be prepared by a subcontractor and pertaining to an item obtained from him shall expire two (2) years after the date Contractor accepts the last delivery of that item from that subcontractor for use in performing this contract.

252.227-7030	Technical Data - Withholding of Payment.	OCT 1988
252.227-7036	Declaration of Technical Data Conformity.	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data.	NOV 1995
52.228-7	Insurance - Liability to Third Persons.	MAR 1996
52.232-9	Limitation on Withholding of Payments.	APR 1984
52.232-17	Interest	JUN 1996
52.232-22	Limitation of Funds.	APR 1984
52.232-23	Assignment of Claims.	JAN 1986
52.232-25	Prompt Payment.	JUN 1997
52.232-33	Mandatory Information for Electronic Funds Transfer Payment.	AUG 1996
252.232-7006	Reduction or Suspension of Contract Payments Upon Finding of Fraud.	AUG 1992
52.233-1	Disputes.	OCT 1995
52.233-1	Disputes. (OCT 1995) -- Alternate I	DEC 1991
52.233-3	Protest after Award.	AUG 1996
52.233-3	Protest after Award.	AUG 1996
	-- Alternate I	JUN 1985
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	APR 1984
52.237-3	Continuity of Services.	JAN 1991
52.239-1	Privacy or Security Safeguards.	AUG 1996
52.242-1	Notice of Intent to Disallow Costs.	APR 1984
52.242-3	Penalties for Unallowable Costs.	OCT 1995
52.242-13	Bankruptcy.	JUL 1995
52.243-2	Changes - Cost-Reimbursement.	AUG 1987
252.243-7000	Engineering Change Proposals.	JUL 1997

**52.244-2 Subcontracts (Cost-Reimbursement and Letter Contracts.) (OCT 1997)**  
**-- Alternate I (AUG 1996)**

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts with any subcontractor who was not identified prior to award.

**52.244-5 Competition in Subcontracting. DEC 1996**

**52.244-6 Subcontracts for Commercial Items and Commercial Components. (OCT 1995)**  
(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

<b>52.245-1</b>	<b>Property Records.</b>	<b>APR 1984</b>
<b>52.245-5</b>	<b>Government Property (Cost-Reimbursement, Time-and- Material, or Labor-Hour Contracts).</b>	<b>JAN 1986</b>

**252.245-7001 Reports of Government Property. (MAY 1994)**

- (a) The Contractor shall provide an annual report--
  - (1) For all DoD property for which the Contractor is accountable under the contract;
  - (2) Prepared in accordance with requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;
  - (3) In duplicate, to the cognizant Government property administrator
- (b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and

alternate locations

52.246-25	Limitation of Liability--Services.	FEB 1997
252.246-7001	Warranty of Data.	DEC 1991
252.247-7023	Transportation of Supplies by Sea.	NOV 1995
252.247-7024	Notification of Transportation of Supplies by Sea.	NOV 1995
52.248-1	Value Engineering.	MAR 1989
52.249-6	Termination (Cost-Reimbursement).	SEP 1996
52.249-14	Excusable Delays.	APR 1984
52.251-1	Government Supply Sources	APR 1984
252.251-7000	Ordering From Government Supply Sources.	MAY 1995

**52.252-2 Clauses Incorporated by Reference. (JUN 1988)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

**52.253-1 Computer Generated Forms. (JAN 1991)**

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

**SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT (1)      CONTRACT ADMINISTRATION PLAN

ATTACHMENT (2)      WAGE DETERMINATION  
                         No: 94-2103, Revision No: 14  
                         Date of Last Revision: 07/01/1997

ATTACHMENT (3)      CONTRACT DATA REQUIREMENTS LIST (1423's)

ATTACHMENT (4)      DD 1664's

ATTACHMENT (5)      DD 254

**\* Note: DD1423's, 1664's and 254's are included as part of the solicitation but have not been electronically sent with the package due to format restrictions. These documents are available upon request from the contracting shop POC.**

FOR COST REIMBURSEMENT TERM (LEVEL OF EFFORT)/INDEFINITE  
DELIVERY, INDEFINITE QUANTITY CONTRACT

CONTRACT ADMINISTRATION PLAN  
CONTRACT NO. N00174-98-D

In order to expedite administration of this contract, the following delineation of duties is provided. The individual/position designated as having responsibility should be contacted for any questions, clarification, or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:
  - a. All pre-award information, questions, data, or Freedom of Information inquiries.
  - b. Post award conference
  - c. All post-award changes or interpretations regarding the scope terms, or conditions of the basic contract and/or delivery orders (unless technical clarifications/questions can be resolved by the COR).
  - d. Request, obtain, and evaluate proposals for delivery orders to be issued.
  - e. Negotiate/determine the price/estimated cost of the order is fair and reasonable for the effort proposed (may require COR assistance)
  - f. Issue order and obligate funds
  - g. Authorize overtime (only if provided for in contract)
  - h. Authorize performance to begin (includes emergencies)
  - i. Maintains oversight to assure that funds and contract scope are not exceeded.
  - j. Monitoring the COR
  - k. Meet at least quarterly with COR to review contract performance (joint responsibility of COR). This may be satisfied telephonically, depending on the circumstances.
  - l. Perform all Contracting Officer functions not delegated to CAO.
2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.
3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract/delivery order prior to final payment to the contractor.
4. PAYING OFFICE is responsible for payment of proper invoices after acceptance (constructive or actual) or approved provisional payment.
5. CONTRACTING OFFICER'S REPRESENTATIVE (COR) is responsible for:
  - a. Controlling all government technical interface with the contractor and providing technical advice and clarifications on the statement of work.

- b. Providing copies of all government/contractor technical correspondence to the PCO.
- c. Promptly furnishing the PCO with documentation/comment on any request for change, deviation or waiver (whether generated by the government or the contractor)
- d. Promptly reviewing the COR copy of the contractor's invoice (public voucher). This includes monitoring of the direct cost of labor, material, travel, etc. to assure invoice is consistent with the delivery order and the progress made to date and that the charges appear proper. If the COR disagrees with any of the costs in the invoice, he/she will immediately notify DCAA via letter to DFAS (with a copy to the PCO) so they can include these areas in their final audit.
- e. Monitoring (a) the types of labor categories and number of hours ordered, and (b) that which is actually performed, to assure that neither result in the use of a predominance of the higher cost labor categories, unless actually required. Maintaining a log, by delivery order, of the hours ordered, and the hours performed (received and accepted), the value of the delivery order as issued, and the amount invoiced and approved. (Provide log with annual report).
- f. Quality assurance, inspection and acceptance of services and deliverable data.
- g. In the event of contractor delay, or failure to perform, determine the cause, and make recommendations to the PCO for corrective action.
- h. Meeting at least quarterly with the PCO to review contract performance. This may be satisfied telephonically, depending upon the circumstance.
- i. Statement of Work (SOW) for delivery orders. The SOW for a delivery order should be prepared by Navy personnel other than the COR who is responsible for acceptance of services and certification of invoices. In this instance, the COR is responsible for final review and submission of the SOW and DD 1423; otherwise, the COR is responsible for preparing the SOW.
- j. Preparing INDEPENDENT government estimate prior to submitting RCP to PCO to request delivery order. Assist PCO in negotiations if requested. The estimate must be in detail and must include specific breakdown of hours, travel (with estimates and destinations), material (items and costs), other (as applicable).
- k. Maintaining a COR file of all correspondence with the PCO and contractor and copies of all invoices.
- l. Monitoring the level of effort performed to be sure it is consistent with the contract and that overall variation of

the level of effort between labor categories is within that by the contract.

m. If the delivery order is incrementally funded, the COR shall funding, as necessary, to assure required continuity of services.

n. Complying with SECNAVINST 4200.27A "Proper Use of Contractor Personnel", NAVSEAINST 4200.19 "Service Contract Restriction and Safeguards", NAVSEAINST 4200.17B and SECNAVINST 4205.5 "Contracting Officer's Technical Representative" and the Contracting Officer's COR Appointment Letter.

o. Submission of written report on contractor performance within 60 days of contract completion, but not less often than annually. The report should address all aspects of contractor performance including cost performance including cost effectiveness, quality and timeliness of contractor performance (and shall include delivery order log).

p. Anticipating and submitting requests for follow-on contract requirements in sufficient time to allow for award prior to the expiration of this contract.

NAMES/ADDRESSES/CODES/TELEPHONE NUMBER OF COGNIZANT INDIVIDUAL/OFFICE

COR	<u>Joe McClure</u>	<u>655M</u>	<u>(301)743-4628 x276</u>
	Name	Code	Telephone

PCO	<u>Celeste A. Mills</u>	<u>1141</u>	<u>(301)743-6655</u>
	Name	Code	Telephone

DCAA (refer to the invoice clause of the contract, Section G)

PAYING OFFICE (refer to page one of contract document)

CAO (refer to page one of contract document)

WAGE DETERMINATION NO: REV 94-2103(14) AREA: DC,DISTRICT-WIDE

\*\*\*\*\*FOR USE BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

Wage Determination No.:94-2103 William W. Gross

Division of | Revision No.: 14  
Director | Wage Determinations | Date of Last Revision: 07/01/1997

State(s): Dist. of Col., Maryland, Virginia

Area: MARYLAND COUNTIES OF CALVERT, CHARLES, FREDERICK, MONTGOMERY,  
PRINCE GEORGE'S, ST MARY'S.  
VIRGINIA COUNTIES OF ALEXANDRIA, ARLINGTON, FAIRFAX, FALLS CHURCH,  
FAUQUIER, KING GEORGE, LOUDOUN, PRINCE WILLIAM, STAFFORD.

\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination Follow The Occupational Listing \*\*

OCCUPATION CODE AND TITLE	MINIMUM HOURLY WAGE
ADMINISTRATIVE SUPPORT AND CLERICAL:	
01011 Accounting Clerk I	\$ 8.79
01012 Accounting Clerk II	\$ 10.28
01013 Accounting Clerk III	\$ 12.15
01014 Accounting Clerk IV	\$ 14.16
01030 Court Reporter	\$ 13.22
01050 Dispatcher, Motor Vehicle	\$ 13.85
01060 Document Preparation Clerk	\$ 10.25
01070 Messenger (Courier)	\$ 9.67
01090 Duplicating Machine Operator	\$ 10.25
01110 Film/Tape Librarian	\$ 12.88
01115 General Clerk I	\$ 7.82
01116 General Clerk II	\$ 9.17
01117 General Clerk III	\$ 10.25
01118 General Clerk IV	\$ 14.31
01120 Housing Referral Assistant	\$ 14.82
01131 Key Entry Operator I	\$ 10.05
01132 Key Entry Operator II	\$ 11.23
01191 Order Clerk I	\$ 11.26
01192 Order Clerk II	\$ 12.44
01261 Personnel Assistant (Employment) I	\$ 10.33
01262 Personnel Assistant (Employment) II	\$ 11.28
01263 Personnel Assistant (Employment) III	\$ 13.00
01264 Personnel Assistant (Employment) IV	\$ 15.50
01270 Production Control Clerk	\$ 14.82
01290 Rental Clerk	\$ 12.08
01300 Scheduler, Maintenance	\$ 12.08
01311 Secretary I	\$ 12.08
01312 Secretary II	\$ 13.22
01313 Secretary III	\$ 14.82
01314 Secretary IV	\$ 16.86
01315 Secretary V	\$ 18.96
01320 Service Order Dispatcher	\$ 12.08

01341	Stenographer I	\$ 13.26
01342	Stenographer II	\$ 14.87
01400	Supply Technician	\$ 16.86
01420	Survey Worker(Interviewer)	\$ 13.22
01460	Switchboard Operator- Receptionist	\$ 10.28
01510	Test Examiner	\$ 13.22
01520	Test Proctor	\$ 13.22
01531	Travel Clerk I	\$ 7.98
01532	Travel Clerk II	\$ 8.60
01533	Travel Clerk III	\$ 9.26
01611	Word Processor I	\$ 10.48
01612	Word Processor II	\$ 12.05
01613	Word Processor III	\$ 14.95
AUTOMATIC DATA PROCESSING:		
03010	Computer Data Librarian	\$ 9.97
03041	Computer Operator I	\$ 10.23
03042	Computer Operator II	\$ 12.06
03043	Computer Operator III	\$ 14.62
03044	Computer Operator IV	\$ 16.53
03045	Computer Operator V	\$ 17.79
03071	Computer Programmer I 1/	\$ 14.46
03072	Computer Programmer II 1/	\$ 16.97
03073	Computer Programmer III 1/	\$ 19.87
03074	Computer Programmer IV 1/	\$ 23.04
03101	Computer Systems Analyst I 1/	\$ 17.93
03102	Computer Systems Analyst II 1/	\$ 23.32
03103	Computer Systems Analyst III 1/	\$ 27.12
03160	Peripheral Equipment Operator	\$ 9.97
AUTOMOTIVE SERVICE:		
05005	Automobile Body Repairer, Fiberglass	\$ 18.39
05010	Automotive Glass Installer	\$ 16.45
05040	Automotive Worker	\$ 16.45
05070	Electrician, Automotive	\$ 17.44
05100	Mobile Equipment Servicer	\$ 14.43
05130	Motor Equipment Metal Mechanic	\$ 18.39
05160	Motor Equipment Metal Worker	\$ 16.45
05190	Motor Vehicle Mechanic	\$ 18.46
05220	Motor Vehicle Mechanic Helper	\$ 13.38
05250	Motor Vehicle Upholstery Worker	\$ 15.47
05280	Motor Vehicle Wrecker	\$ 16.45
05310	Painter, Automotive	\$ 17.44
05340	Radiator Repair Specialist	\$ 16.45
05370	Tire Repairer	\$ 14.43
05400	Transmission Repair Specialist	\$ 18.39
FOOD PREPARATION AND SERVICE:		
07010	Baker	\$ 11.47
07041	Cook I	\$ 10.06
07042	Cook II	\$ 11.47
07070	Dishwasher	\$ 7.23
07100	Food Service Worker (Cafeteria Worker)	\$ 7.23
07130	Meat Cutter	\$ 11.47
07250	Waiter/Waitress	\$ 7.89
FURNITURE MAINTENANCE AND REPAIR:		
09010	Electrostatic Spray Painter	\$ 17.44
09040	Furniture Handler	\$ 12.13
09070	Furniture Refinisher	\$ 17.44

09100 Furniture Refinisher Helper	\$ 13.38
09110 Furniture Repairer, Minor	\$ 15.47
09130 Upholsterer	\$ 17.44
GENERAL SERVICES AND SUPPORT:	
11030 Cleaner, Vehicles	\$ 7.23
11060 Elevator Operator	\$ 7.23
11090 Gardener	\$ 10.06
11121 Housekeeping Aide I	\$ 6.44
11122 Housekeeping Aide II	\$ 7.26
11150 Janitor	\$ 7.23
11210 Laborer, Grounds Maintenance	\$ 7.89
11240 Maid or Houseman	\$ 6.39
11270 Pest Controller	\$ 10.79
11300 Refuse Collector	\$ 7.23
11330 Tractor Operator	\$ 9.33
11360 Window Cleaner	\$ 7.89
HEALTH:	
12020 Dental Assistant	\$ 9.73
12040 Emergency Medical Technician/ Paramedic Ambulance Driver	\$ 10.42
12071 Licensed Practical Nurse I	\$ 12.69
12072 Licensed Practical Nurse II	\$ 14.25
12073 Licensed Practical Nurse III	\$ 15.95
12100 Medical Assistant	\$ 8.69
12130 Medical Laboratory Technician	\$ 8.69
12160 Medical Record Clerk	\$ 8.69
12190 Medical Record Technician	\$ 12.05
12221 Nursing Assistant I	\$ 7.28
12222 Nursing Assistant II	\$ 8.18
12223 Nursing Assistant III	\$ 10.48
12224 Nursing Assistant IV	\$ 11.77
12250 Pharmacy Technician	\$ 10.84
12280 Phlebotomist	\$ 8.69
12311 Registered Nurse I	\$ 15.88
12312 Registered Nurse II	\$ 17.80
12313 Registered Nurse II, Specialist	\$ 19.65
12314 Registered Nurse III	\$ 21.55
12315 Registered Nurse III, Anesthetist	\$ 21.55
12316 Registered Nurse IV	\$ 25.83
INFORMATION AND ARTS:	
13002 Audiovisual Librarian	\$ 16.86
13011 Exhibits Specialist I	\$ 15.11
13012 Exhibits Specialist II	\$ 18.90
13013 Exhibits Specialist III	\$ 23.27
13041 Illustrator I	\$ 15.11
13042 Illustrator II	\$ 18.90
13043 Illustrator III	\$ 23.27
13047 Librarian	\$ 18.96
13050 Library Technician	\$ 13.22
13071 Photographer I	\$ 13.46
13072 Photographer II	\$ 15.11
13073 Photographer III	\$ 18.90
13074 Photographer IV	\$ 23.27
13075 Photographer V	\$ 25.60
LAUNDRY, DRY CLEANING, PRESSING:	
15010 Assembler	\$ 6.01
15030 Counter Attendant	\$ 6.01
15040 Dry Cleaner	\$ 7.77

15070 Finisher, Flatwork, Machine	\$ 6.01
15090 Presser, Hand	\$ 6.01
15100 Presser, Machine, Dry Cleaning	\$ 6.01
15130 Presser, Machine, Shirts	\$ 6.01
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 6.01
15190 Sewing Machine Operator	\$ 8.39
15220 Tailor	\$ 8.99
15250 Washer, Machine	\$ 6.60
MACHINE TOOL OPERATION AND REPAIR:	
19010 Machine-tool Operator (Toolroom)	\$ 17.44
19040 Tool and Die Maker	\$ 21.24
MATERIALS HANDLING AND PACKING:	
21010 Fuel Distribution System Operator	\$ 14.80
21020 Material Coordinator	\$ 14.64
21030 Material Expediter	\$ 14.64
21040 Material Handling Laborer	\$ 10.01
21050 Order Filler	\$ 12.76
21071 Forklift Operator	\$ 10.93
21080 Production Line Worker (Food Processing)	\$ 11.25
21100 Shipping/Receiving Clerk	\$ 11.78
21130 Shipping Packer	\$ 10.99
21140 Store Worker I	\$ 8.61
21150 Stock Clerk ( Shelf Stocker; Store Worker II )	\$ 10.50
21210 Tools and Parts Attendant	\$ 12.73
21400 Warehouse Specialist	\$ 11.25
MECHANICS AND MAINTENANCE AND REPAIR:	
23010 Aircraft Mechanic	\$ 18.39
23040 Aircraft Mechanic Helper	\$ 13.38
23050 Aircraft Quality Control Inspector	\$ 19.37
23060 Aircraft Servicer	\$ 15.47
23070 Aircraft Worker	\$ 16.45
23100 Appliance Mechanic	\$ 17.44
23120 Bicycle Repairer	\$ 14.43
23125 Cable Splicer	\$ 18.39
23130 Carpenter, Maintenance	\$ 17.44
23140 Carpet Layer	\$ 16.85
23160 Electrician, Maintenance	\$ 17.93
23181 Electronics Technician, Maintenance I	\$ 15.51
23182 Electronics Technician, Maintenance II	\$ 19.80
23183 Electronics Technician, Maintenance III	\$ 21.56
23260 Fabric Worker	\$ 15.23
23290 Fire Alarm System Mechanic	\$ 18.39
23310 Fire Extinguisher Repairer	\$ 14.43
23340 Fuel Distribution System Mechanic	\$ 18.39
23370 General Maintenance Worker	\$ 15.90
23400 Heating, Refrigeration and Air Conditioning Mechanic	\$ 18.39
23430 Heavy Equipment Mechanic	\$ 18.39
23440 Heavy Equipment Operator	\$ 18.66
23460 Instrument Mechanic	\$ 18.39

23470 Laborer	\$ 9.71
23500 Locksmith	\$ 17.44
23530 Machinery Maintenance Mechanic	\$ 19.82
23550 Machinist, Maintenance	\$ 20.79
23580 Maintenance Trades Helper	\$ 13.38
23640 Millwright	\$ 18.39
23700 Office Appliance Repairer	\$ 17.44
23740 Painter, Aircraft	\$ 17.44
23760 Painter, Maintenance	\$ 17.44
23790 Pipefitter, Maintenance	\$ 17.77
23800 Plumber, Maintenance	\$ 17.44
23820 Pneudraulic Systems Mechanic	\$ 18.39
23850 Rigger	\$ 18.39
23870 Scale Mechanic	\$ 16.45
23890 Sheet-metal Worker, Maintenance	\$ 18.39
23910 Small Engine Mechanic	\$ 19.37
23930 Telecommunications Mechanic I	\$ 18.39
23931 Telecommunications Mechanic II	\$ 19.37
23950 Telephone Lineman	\$ 18.39
23960 Welder, Combination, Maintenance	\$ 18.39
23965 Well Driller	\$ 18.39
23970 Woodcraft Worker	\$ 18.39
23980 Woodworker	\$ 14.80
PERSONAL NEEDS:	
24570 Child Care Attendant	\$ 8.69
24580 Child Care Center Clerk	\$ 10.54
24600 Chore Aide	\$ 6.39
24630 Homemaker	\$ 12.05
PLANT AND SYSTEM OPERATION:	
25010 Boiler Tender	\$ 18.39
25040 Sewage Plant Operator	\$ 17.44
25070 Stationary Engineer	\$ 18.39
25190 Ventilation Equipment Tender	\$ 13.38
25210 Water Treatment Plant Operator	\$ 17.44
PROTECTIVE SERVICE:	
27004 Alarm Monitor	\$ 11.20
27006 Corrections Officer	\$ 14.90
27010 Court Security Officer	\$ 15.76
27040 Detention Officer	\$ 15.76
27070 Firefighter	\$ 14.65
27101 Guard I	\$ 8.50
27102 Guard II	\$ 11.20
27130 Police Officer	\$ 17.54
STEVEDORING/LONGSHOREMEN SERVICE OCCUPATIONS:	
28010 Blocker and Bracer	\$ 13.83
28020 Hatch Tender	\$ 13.83
28030 Line Handler	\$ 13.83
28040 Stevedore I	\$ 13.00
28050 Stevedore II	\$ 14.66
TECHNICAL:	
29023 Archeological Technician I	\$ 13.63
29024 Archeological Technician II	\$ 15.25
29025 Archeological Technician III	\$ 18.90
29030 Cartographic Technician	\$ 18.90
29035 Computer Based Training Specialist/Instructor	\$ 17.93
29040 Civil Engineering Technician	\$ 18.90
29061 Drafter I	\$ 10.75

29062 Drafter II	\$ 13.46
29063 Drafter III	\$ 15.11
29064 Drafter IV	\$ 18.90
29081 Engineering Technician I	\$ 11.55
29082 Engineering Technician II	\$ 13.40
29083 Engineering Technician III	\$ 16.10
29084 Engineering Technician IV	\$ 18.48
29085 Engineering Technician V	\$ 22.60
29086 Engineering Technician VI	\$ 27.35
29090 Environmental Technician	\$ 18.27
29100 Flight Simulator/Instructor (Pilot)	\$ 23.32
29150 Graphic Artist	\$ 17.93
29160 Instructor	\$ 18.40
29210 Laboratory Technician	\$ 14.62
29240 Mathematical Technician	\$ 18.48
29361 Paralegal/Legal Assistant I	\$ 13.22
29362 Paralegal/Legal Assistant II	\$ 16.86
29363 Paralegal/Legal Assistant III	\$ 20.62
29364 Paralegal/Legal Assistant IV	\$ 24.95
29390 Photooptics Technician	\$ 18.48
29480 Technical Writer	\$ 16.72
29491 Unexploded Ordnance Technician I	\$ 14.74
29492 Unexploded Ordnance Technician II	\$ 17.83
29493 Unexploded Ordnance Technician III	\$ 21.37
29494 Unexploded Safety Escort	\$ 14.74
29495 Unexploded Sweep Personnel	\$ 14.74
29620 Weather Observer, Senior 2/	\$ 17.02
29621 Weather Observer, Combined 2/ Upper Air and Surface Programs	\$ 14.62
29622 Weather Observer, Upper Air 2/	\$ 14.62
TRANSPORTATION/MOBILE EQUIPMENT OPERATION:	
31030 Bus Driver	\$ 13.24
31260 Parking and Lot Attendant	\$ 7.50
31290 Shuttle Bus Driver	\$ 10.42
31300 Taxi Driver	\$ 9.67
31361 Truckdriver, Light Truck	\$ 10.42
31362 Truckdriver, Medium Truck	\$ 13.24
31363 Truckdriver, Heavy Truck	\$ 15.54
36364 Truckdriver, Tractor-Trailer	\$ 16.93
MISCELLANEOUS:	
99020 Animal Caretaker	\$ 8.61
99030 Cashier	\$ 6.51
99041 Carnival Equipment Operator	\$ 9.33
99042 Carnival Equipment Repairer	\$ 10.06
99043 Carnival Worker	\$ 7.23
99050 Desk Clerk	\$ 9.45
99095 Embalmer	\$ 18.40
99300 Lifeguard	\$ 6.89
99310 Mortician	\$ 18.40
99350 Park Attendant (Aide)	\$ 8.48
99400 Photofinishing Worker ( Photo Lab / Dark Room Technician )	\$ 7.58
99500 Recreation Specialist	\$ 15.40
99510 Recycling Worker	\$ 9.33
99610 Sales Clerk	\$ 6.75

99620 School Crossing Guard (Cross-walk Attendant)	\$ 7.23
99630 Sports Official	\$ 6.75
99658 Survey Party Chief	\$ 10.93
99659 Surveying Technician	\$ 9.42
99660 Surveying Aide	\$ 6.16
99690 Swimming Pool Operator	\$ 11.47
99720 Vending Machine Attendant	\$ 9.33
99730 Vending Machine Repairer	\$ 11.47
99740 Vending Machine Repairer Helper	\$ 9.33

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\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination \*\*

HEALTH & WELFARE: \$1.16 per hour or \$46.40 per week or \$201.07 per month.

VACATION: Two weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractor in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

APPLICABLE TO WEATHER OBSERVERS ONLY - NIGHT PAY & SUNDAY PAY: If you work at night as a part of a regular tour of duty, you will earn a NIGHT DIFFERENTIAL and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

\*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the

actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination.

Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS**

**52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**52.204-3 Taxpayer Identification. (JUN 1997)**

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: .

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity:

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name

TIN

#### **52.204-5 Women-Owned Business. OCT 1995**

(a) *Representation.* The offeror represents that it ( ) is, ( ) is not a women-owned business concern.

(b) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

**52.204-6 Contractor Identification Number - Data Universal Numbering System (DUNS) Number. (DEC 1996)**

(a) "Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@dbisma.com](mailto:globalinfo@dbisma.com).

**252.204-7001 Commercial and Government Entity (CAGE) Code Reporting. (DEC 1991)**

(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will --

- (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;
- (2) Complete section A and forward the form to DLSC; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

**52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (MAR 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision

(a)(1)(i)(B) of this provision.

(ii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not

required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country.  
(SEP 1994)**

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm;  
or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

**252.209-7002 Disclosure of ownership or control by a foreign government. (SEP 1994)**

(a) "Definitions."

As used in this provision --

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election, appointment, or tenure of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government" --

(i) Means --

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government of the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means --

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) "Prohibited on award."

No contract under a national security program may be awarded to an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) "Disclosure".

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format: Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror	Description of Inter- est, Ownership
Name and Address of Entity Con- trolled by a For- eign Government.	Percentage, and Identification of Foreign Govern- ment

**52.215-4 Type of Business Organization (OCT 1997)**

The offeror or respondent, by checking the applicable box, represents that -  
(a) It operates as \_\_\_ and individual, \_\_\_ a partnership, \_\_\_ a nonprofit organization, \_\_\_ a joint venture, or \_\_\_ a corporation incorporated under the laws of the State of \_\_\_\_\_.

(b) If the offeror or respondent is a foreign entity, it operates as \_\_\_ and individual, \_\_\_ a partnership, \_\_\_ a nonprofit organization, \_\_\_ a joint venture, or \_\_\_ a corporation, registered for business in \_\_\_\_\_.  
(country)

**52.215-6 Place of Performance. (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, \_\_\_ intends, \_\_\_ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE  
(STREET ADDRESS, CITY,  
STATE, COUNTY, ZIP CODE

NAME AND ADDRESS OF OWNER  
AND OPERATOR OF THE PLANT  
OR FACILITY IF OTHER THAN  
OFFEROR OR RESPONDENT

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**52.215-16 Facilities Capital Cost of Money. (OCT 1997)**

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

**52.215-17 Waiver of Facilities Capital Cost of Money. (OCT 1997)**

The Contractor did not include facilities capital cost of money as a proposed cost of this contract. Therefore, it is an unallowable cost under this contract.

**52.219-1 Small Business Program Representations. JAN 1997**

(a)(1) The standard industrial classification (SIC) code for this acquisition is **7371**.

(2) The small business size standard is **\$18M**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it ( ) is, ( ) is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(c) *Definitions.*

*Joint venture*, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the ventures earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

*Small business concern*, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

*Small disadvantaged business concern*, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a

publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

*Women-owned small business concern*, as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**252.219-7000 Small Disadvantaged Business Concern Representation (DoD Contracts). (JUN 1997)**

(a) *Definition.* Small disadvantaged business concern, as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR part 124 describes a small disadvantaged business concern as a small business concern --

(1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or

(2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and

(3) Whose management and daily business operations are controlled by one or more such individuals.

(b) "Representations." Check the category in which your ownership falls--

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (U.S. citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

\_\_\_\_ Asian-Pacific American (U.S. citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, the Federated States of Micronesia, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

\_\_\_\_ Black American (U.S. citizen)

\_\_\_\_ Hispanic American (U.S. citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian organizations)

\_\_\_\_ Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business Act

\_\_\_\_ Other

(c) Complete the following --

(1) The offeror is \_\_\_\_ is not \_\_\_\_ a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has \_\_\_\_\_ has not \_\_\_\_\_ made a determination concerning the offerors status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was \_\_\_\_\_ and the offeror --

\_\_\_\_ Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

\_\_\_\_ Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) Penalties and Remedies. Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall --

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

## **52.222-21 Certification of Nonsegregated Facilities. (APR 1984)**

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will -

- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
- (2) Retain the certifications in the files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**52.222-22 Previous Contracts and Compliance Reports. (APR 1984)**

The offeror represents that -

- (a) It \_\_\_ has, \_\_\_ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It \_\_\_ has, \_\_\_ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**52.222-25 Affirmative Action Compliance. (APR 1984)**

The offeror represents that -

- (a) It \_\_\_ has developed and has on file, \_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It \_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**52.223-1 Clean Air and Water Certification. (APR 1984)**

The Offeror certifies that -

- (a) Any facility to be used in the performance of this proposed contract is \_\_\_ is not \_\_\_ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**52.223-13 Certification of Toxic Chemical Release Reporting. (OCT 1996)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

\_\_\_ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

\_\_\_ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

\_\_\_ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

\_\_\_ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

\_\_\_ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**252.225-7000 Buy American Act - Balance of Payments Program Certificate. (DEC 1991)**

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that --

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this clause, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

-----  
Line item No.            Country of origin  
-----  
\_\_\_\_\_  
-----

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

-----  
Line item No.            Country of origin (If known)  
-----  
\_\_\_\_\_  
-----

**252.225-7003 Information for Duty-Free Entry Evaluation. (AUG 1992)**

(a) Is the offer based on furnishing any supplies (i.e., end items, components, or material) of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry - Qualifying Country End Products and Supplies clause of this solicitation?

Yes (☐)

No (☐)

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes (☐)

No (☐)

(2) Has the duty on such foreign supplies been paid?

Yes (☐)

No (☐)

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$\_\_\_\_\_

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

(d) Offers will be evaluated on a duty included basis except to the extent that --

(1) The supplies are qualifying country end products as defined in the Buy American Act and Balance of Payments Program clause of this solicitation; or

(2) The duty-free price is specified for use in the evaluation procedure.

**252.227-7028 Technical Data or Computer Software Previously Delivered to the Government. (JUN 1995)**

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Governments rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

**252.247-7022 Representation of Extent of Transportation by Sea. (AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) "Representation." The Offeror represents that it --

\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**

**52.211-14 Notice of Priority Rating for National Defense Use. (SEP 1990)**

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [x] DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. (Contracting Officer check appropriate box.)

**52.215-1 Instructions to Offerors - Competitive Acquisition. OCT 1997**

**52.216-1 Type of Contract. (APR 1984)**

The Government contemplates award of a [COST PLUS FIXED FEE INDEFINITE DELIVERY INDEFINITE QUANTITY LEVEL OF EFFORT SERVICE TYPE] contract resulting from this solicitation.

<b>52.216-28</b>	<b>Multiple Awards for Advisory and Assistance Services</b>	<b>OCT 1995</b>
<b>52.222-24</b>	<b>Preaward On-Site Equal Opportunity Compliance Review.</b>	<b>APR 1984</b>
<b>52.222-46</b>	<b>Evaluation of Compensation for Professional Employees.</b>	<b>FEB 1993</b>
<b>252.227-7017</b>	<b>Identification and assertion of use, release, or disclosure restrictions.</b>	<b>JUN 1995</b>

**52.233-2 Service of Protest. (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**252.237-7019 Identification of Uncompensated Overtime. APR 1992**

**5252.237-9402 Resume Requirements (JUN 1994)**

The following information must be provided in the cost proposal, by lot or option, for each resume required to be submitted in the technical proposal:

- a. estimated annual salary;
- b. total estimated annual hours; and
- c. total estimated hours to be worked under the contract.

Failure to provide this information may impact the Government's evaluation of Contractors' proposals. If this information is proprietary to subcontractors, it may be provided under separate cover; however, it must be easily identifiable and readily combined with the rest of the proposal.

**52.252-1 Solicitation Provisions Incorporated by Reference. JUN 1988**

**SELECTED COST DATA FOR INDEFINITE DELIVERY CONTRACTS (FEB 1997) (NSWCIHD)**

To assist the Government in determining cost reasonableness/realism for this effort, it is required that you provide enough detailed cost information with your offer to make this determination. In preparing your cost proposal, it is essential that you breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements which may be applicable but not necessarily limited to:

(a) DIRECT LABOR - Identify the various labor categories intended for use under this contract including the number of labor hours, labor rates, and total cost for each labor category proposed for each year of the contract. The labor specified under this category shall only be for the prime contractor's direct labor and shall not include any subcontracted labor. (See subcontracted labor below).

(b) FRINGE BENEFITS - If applicable and in accordance with your normal accounting procedures, identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements for which the fringe benefit rate is being applied.

(c) OVERHEAD - Identify the current and/or projected overhead rate(s) and total overhead cost being proposed under this solicitation and identify the various cost elements for which overhead is being applied.

(d) SUBCONTRACTING LABOR - Identify (if applicable), any proposed subcontracting labor intended for use under this contract. Identify the labor categories for which subcontracting is being proposed and include the subcontractor's direct labor rates, number of hours proposed for each labor category, fringe benefits, overhead, G&A, fee, etc., that has been submitted by the subcontractor to the prime contractor for consideration under this contract.

(e) OTHER - (1) Direct Cost - Identify any other direct cost elements being proposed which are not included above but are applicable to your cost proposal, e.g., royalties, Facilities Capital Cost of Money, special tooling, travel, computer usage, etc. Include the basis for the proposed amount. (2) Indirect cost - Identify any other indirect cost element being proposed which has not been included above and identify the various cost elements for which the rate is applied.

(f) GENERAL & ADMINISTRATIVE EXPENSE - Identify the G&A rate(s) and the total G&A cost proposed and identify the various cost elements for which the G&A is being applied.

(g) FEE - Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.

#### **Proposal Requirements**

**Cost information, SHALL APPEAR IN THE COST/PRICE PROPOSAL AND SECTION B OF THE RFP ONLY.**

#### **I. GENERAL INSTRUCTIONS**

Each offeror must submit an offer (proposal) and other written information and may be required to make an oral presentation in strict accordance with these instructions. When evaluating an offeror the Government will consider how well the offeror complied with both the letter and spirit of these instructions. The Government will consider any failure on the part of an offeror to comply with both the letter and spirit of these instructions to be an indication of the type of conduct it can expect during contract performance. Therefore, the Government encourages offerors to contact the Contracting Officer by telephone, facsimile transmission, or mail in order to request an explanation of any aspect of these instructions. The offeror shall submit the following information:

- a. Two (2) copies of completed and signed offer (proposal)
- b. One (1) copy of pricing information

- c. One (1) copy of Experience Matrix (Attachment (1))
- d. One (1) copy of Past Performance Matrix (Attachment (2))
- e. One (1) copy of Key Personnel Resumes
- f. One (1) copy of Resource Matrix (Attachment (3))

This information will be used to evaluate the offerors on the following three (3) factors:

- (1) Offer Acceptability
- (2) Offeror Capability
- (3) Cost and Price

**(A) Offer (Proposal).** Each offeror must submit two (2) copies of their offer (proposal). The offer shall consist of the following: (1) Standard Form 33, with blocks 12 through 18 completed by the offeror; (2) RFP Section B, the schedule of items and prices, with the offeror's proposed prices inserted in the appropriate blank spaces; and (3) RFP Section K, certifications, representations, and other statements, completed by the offeror; (4) Consent and agreement to all clauses applicable to each section, the ones with fill-ins completed by the offeror, and any information requested provided; (5) Sections A through K of the solicitation. The submission of these items to the Government will constitute the offeror's promise to comply with the terms and conditions of the RFP, which include the Statement of Work, at the proposed prices.

The Government warns offerors that taking exception to any term or condition of the RFP (including submitting any alternate proposal that requires relaxation of a requirement) will make an offer unacceptable, and the offeror ineligible for award, unless the RFP expressly authorizes such an exception with regard to that specific term or condition. The Government will consider any exception to any term or condition of the RFP that is not expressly authorized by the RFP to be a deficiency, as defined in FAR 15.601.

An offeror may eliminate a deficiency in its offer only through discussions, as defined in FAR 15.601 and prescribed in FAR 15.610. However, the Government intends to award a contract without discussions, as authorized by FAR 15.610(a). Therefore, any offeror planning to take exception to a term or condition of the RFP should consult with the Contracting Officer prior to submitting an offer unless the RFP expressly authorized such an exception.

Notwithstanding its plan to award without discussions, the Government reserves the right to conduct discussions with offerors in a competitive range, if necessary, and to permit such offerors to revise their proposals. The Government also reserves the right to change any of the terms and conditions of this RFP by amendment at any time prior to contract award and to allow offerors to revise their offers accordingly, as authorized by FAR 15.606.

#### **(B) Other Information**

##### **(1) Written Information.**

Offerors must submit the following information to the Government with their offers. This information will not constitute a part of an offer and will not become a part of any contract resulting from this RFP, unless the Government and an offeror agree to make it a part of an offer through discussions:

**Price Information.** The cost/price information shall include a complete cost breakdown with all supporting information stating the basis for the amount of each cost element, in accordance with Public Law 87-653, and use of rates including overhead, G&A, Fee, etc. Unloaded/unburdened labor rates shall be provided. The proposal shall clearly show individual rates and indicate that the application of such rates to the selected base is in accordance with offeror's approved accounting practices. Each offeror shall fully explain the basis for the amount of each cost element and how the amount was

developed providing complete justification for use in determining the proposed costs fair and reasonable.

Offerors are required to submit subcontractor cost and pricing information (if applicable) with supporting attachments under separate cover if necessary.

The price/cost information shall include data regarding the general financial condition of the offeror and specific plans for financing the proposed contract, including the latest available financial statements. The Government does not intend to provide any financial assistance.

If the offeror is currently being audited or has been audited in the past by the Defense Contract Audit Agency (DCAA), the offeror shall furnish the name and location and point of contact of the assigned DCAA office as part of the price/cost information.

### **Experience/Past Performance Information**

**Experience** is the opportunity to learn by doing. The offeror shall provide evidence that demonstrates, during the past (3) years, the opportunity to learn about relevant work processes and procedures and about the nature, difficulties, uncertainties and risks associated with performing the kind of work that will be required under the prospective contract. The offeror shall identify Federal, state and local government, and private contracts, (contract #, technical point of contact and address/telephone number) performed by them within the past (3) years that were similar in nature to the requirements of this RFP. This shall include a list of all first tier subcontractors for each prime contract reference, and the name of their customer's customer for each subcontract reference. The information shall be submitted on the Experience Matrix, Attachment 1. The offeror may also provide information on problems encountered on the identified contracts and the corrective actions taken. *The offeror will not attribute to it's experience, the individual experience of it's current or prospective employees.*

The offeror shall also specify to what extent subcontractors were involved in gaining related corporate experience, and their level of involvement with respect to scope of work, objective achieved, and personnel resources utilized, and how previous contracts relate to tasking under this effort.

**Past performance** is a measure of the degree to which an offeror, as an organization, has: (1) satisfied its customers, and (2) complies with federal, state, and local laws and regulations. The offeror shall provide a list of references using the Past Performance Matrix, Attachment (2) who will be able to provide information regarding the offeror's past performance regarding: (1) the quality and timeliness of the offeror's work; (2) the reasonableness of its prices, costs, and claims; (3) the reasonableness of its business behavior -- its willingness to cooperate and helpfulness in solving problems; (4) its concern for the interests of its customers; and (5) its integrity.

The offeror shall explain, if any, the role that subcontractor's have played in contributing to the successes and/or failures of the offeror and to what extent subcontractors performance has contributed to the past performance evaluation.

Additionally, the offeror shall submit **financial statements** of each of their last (3) complete fiscal years. Information shall include, as a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income).

The contractor will also provide information regarding it's commitment to small business and small disadvantaged-businesses, historically black colleges and universities or minority institutes during the performance of past contracts, whether joint venture, teaming arrangements or as subcontractors.

Offerors must either provide the above information or affirmatively state that it possesses no relevant, directly related, or similar past performance.

#### **Resumes of Key Personnel/Resource Matrix**

The offeror shall provide resumes for key personnel identified in Section C, clause entitled "Personnel Qualifications". Resumes shall include history of related experience, education, and employment, with specific emphasis on correlation with the minimum requirements set forth in Section C in the format prescribed below. Key personnel shall be evaluated solely on the basis of the resume provided. Salary information for personnel of a teamed subcontractor may be submitted under separate cover. Resumes are limited to three (3) pages, 1 1/2 spaced, pica (or word processor equivalent) type. It is highly desirable that these personnel be currently employed by the offeror. They shall be personnel that will be assigned to this contract should the offeror receive the award. If the resume is for an individual whose employment is contingent on this contract it shall be clearly stated as so, and a signed letter of intent (not included in the resume page limit) shall be attached to the resume. The resumes should, to the greatest degree possible, provide evidence of the offeror's technical understanding of the above listed technical requirements. Pertinent experience and successful achievements are more highly desired than formal education and diplomas. A greater number of years of pertinent experience is more highly regarded than a lesser number. Resumes for management personnel should focus on providing evidence of that person's ability to manage tasks of a technical nature likely to be encountered in the execution of this contract. Each resume for key personnel shall include a one paragraph summary of why the individual will likely provide a significant contribution to the successful execution of this contract. Each resume shall include at a minimum the following information:

- 1) Dates employed by offeror
- 2) In what capacity employed
- 3) Other pertinent employment and dates employed
- 4) Specific experience with work efforts described in the
- 5) College Degree(s) and other educational achievements
- 6) Clearances
- 7) Summary paragraph

#### **Key Personnel**

Provide a minimum of one and a maximum of two resumes for each position.

Program Manager  
Senior Scientist  
Senior Systems Analyst  
Senior Engineer  
Training Specialist  
Senior Logistics Specialist  
Senior Electronics Technician

A Resource Matrix in the format indicated by Attachment (3) will be used to evaluate the offeror's ability to provide the necessary personnel resources qualified to meet the requirements of this contract. It will contain only those personnel currently employed by the offeror at time of submission. It will indicate the years with the offeror as well as total years of experience in their field of expertise. The technical categories of personnel to be listed in this matrix are as follows:

Program Manager	Senior Electronics Technician
Senior Scientist	Electronics Technician
Senior Systems Analyst	Cost/Budget Analyst
Systems Analyst	Configuration Management/

Junior Systems Analyst  
Senior Engineer  
Engineer  
Junior Engineer  
Training Specialist  
Senior Logistics Specialist  
Logistics Specialist

Data Management Specialist  
Administrative Assistant

**(2) Understanding of the Work (Oral Presentation)**  
**(ONLY IF DIRECTED BY THE GOVERNMENT)**

**At the discretion of the Government**, and after the receipt of offers (proposals) by the Government, every acceptable offeror **may** be required to make an oral presentation to the Government's evaluation panel and participate in a question and answer session. The sole purpose of the oral presentation and question and answer session is to test an offeror's understanding of the work that the Government will require under the prospective contract.

The oral presentation and the question and answer session are not part of the offer (proposal) and are not themselves offers. The oral presentation and the question and answer session will not constitute discussions, as defined by FAR 15.601 and 15.610, and will not obligate the Government to determine a competitive range, conduct discussions, or solicit or entertain revised or best and final offers. Statements made by the offeror during the oral presentation or the question and answer session will not become a part of any contract resulting from the RFP, unless the Government and an offeror agree to make it a part of an offer during discussions. If the Government decides to conduct discussions, the Government will not solicit or entertain revisions to the oral presentations or to the answers given during the question and answer session.

**(i) Ground Rules.**

**Eligibility.** Only offerors submitting acceptable offers (proposals) will be eligible to make an oral presentation, unless the Government decides to conduct discussions.

**Timing.** Oral presentations will commence approximately two weeks after the receipt of offers (proposals). The Contracting Officer will notify offerors of the scheduled date and time of their presentation within one week of the receipt of offers.

**Rescheduling.** The Government reserves the right to reschedule any offeror's presentation at the discretion of the Contracting Officer.

**Offeror Employee Participation.** The presentation must be made by one or more of the personnel whom the offeror will employ to manage or supervise contract performance on a full time basis (i.e., Program Manager or Key Personnel). The manager who will have full time operational responsibility for contract performance must be present and must, at a minimum, answer questions directed to him/her during the question and answer session. Offerors may not use company senior or general managers or other employees or consultants to make any part of the oral presentation.

An offeror may send no more than seven (7) persons to the presentation. This number may include no more than two (2), nonpresenting company officials.

**(ii) Topics.** The offeror's presenters must demonstrate the offeror's understanding of the work that will be required under the prospective contract by addressing the following topics, in the following order, in accordance with the following instructions:

**Introduction.** The offeror should provide some information about itself as a firm, briefly describing its organization, history, products and services.

**Work Breakdown.** Present an analysis of the Statement of Work tasks [identify selected tasks] into their constituent activities. Briefly describe each activity and its inputs and outputs. Briefly describe interrelationships and interdependencies among the activities.

**Contract Work Schedule.** Present a Gantt chart that illustrates the contract work schedule by [week, month, quarter, or year]. Show the starting date and ending date of each activity identified in the work breakdown analysis. Describe the interrelationships and interdependencies among the tasks.

**Contract Resource Allocations.** Describe the types of professional, administrative, clerical and other labor that will be required to perform the contract work. Briefly describe each classification of professional and blue collar labor, including position title(s) and grades, journeyman level qualification requirements, typical journeyman level duties and responsibilities, and estimated average salary or wage (including the value of fringe benefits). Describe the total number of hours of each of these professional and blue collar labor classifications that will be allocated to each of the activities identified in the work breakdown analysis from start to finish. Also identify the types and hours of administrative and clerical labor that will be required for each activity.

**Performance Risk Analysis.** Identify contingent events that could, if they were to occur, endanger satisfactory performance. Focus on critical events that are realistically likely to occur and that would pose serious problems. (Do not try to identify every event that could cause some minor difficulty.) Briefly describe the nature of each such event, each work activity with which it is associated, the estimated likelihood of its occurrence, its likely effect on performance if it were to occur, its likely causes, and plans to prevent its occurrence and to respond in the event that it does occur.

**Responsibility Assignments.** The offeror shall demonstrate an understanding of the general management of task order performance. They should discuss their experience and knowledge of how to plan, organize, staff, direct, and control the performance of myriad and concurrent delivery order assignments. The responsibility assignment matrix shall identify key personnel and subcontractor personnel, and their responsibility for activity and whether they are primary or support personnel.

**Conclusion.** The offeror should summarize the main points of its presentation and state why the Government should select the offeror for contract award.

**(iii) Presentation Time Limits.** Oral presentations, excluding the question and answer sessions, will be limited to two (2) hours. The Contracting Officer will strictly enforce this time limit. Following the oral presentation there will be a recess of approximately one hour. After the recess there will be a one hour question and answer session.

**(iv) Presentation Media.** Offerors must use 8 1/2 inch by 11 inch overhead slides to provide visual support for their presentations. Slide text must be black on a white background. Offerors may use colors other than black and white on graphical slides --e.g., bar charts or pie chart, etc. --- when color is useful in conveying information. The Government will provide a flip chart pad, easel, and markers. Offerors may not use any other media. Offerors should mark slides in accordance with FAR 52.215-12, Restrictions on Disclosure and Use of Data, as appropriate.

Slide text must conform to the following specifications:

Font: Times New Roman;

Size of heading font: 44 points;

Size of main text line font: 32 points;

Size of sub text line font: 28 points;

Lines of text per slide (i.e., number of bullets): no more than eight.

The above specifications of font sizes do not apply to captions and annotations on graphical slides. The purpose of these specifications is to reduce emphasis on the appearance of the presentation, as opposed to its content, and to minimize the cost of the presentation media. Offerors may place their name and company logo on the slides. Offerors should not use meaningless design elements, such as lines, bars, swirls, etc., that may contribute to visual attractiveness but communicate no useful information.

There is no limitation on the number of slides that an offeror may use. However, the Government will not consider the slides to be stand alone documents or evaluate the information on the slides except as visual aids to the presentation. When reviewing and evaluating the oral presentations, the Government will not review any slide that was not projected and addressed during the presentation. What the presenters say will take precedence over the information which appears on the slides. The production and use of an excessive number of slides may be detrimental to an offeror's interests.

Upon notification by the Government of the intent to conduct oral presentations, the offerors must submit their slides and one (1) set of paper copies to the Government. Offerors may not change their presentation slides after this submission. The Government will furnish the slides to the offeror's presenters immediately before the start of the presentation. The purpose of this restriction is to reassure offerors with regard to the integrity of the oral presentation process.

**(v) Videotaping.** The Government may videotape the presentations. If videotaped, the Government will provide an offeror with a copy of the videotape of its own presentation at its request and at its own expense after contract award.

**(C) Compliance with the Instructions of the RFP**

The offeror must completely and thoroughly comply with the instructions of the RFP.

## EXPERIENCE MATRIX

References	Contract Statement of Work/Specification Work Elements												
	3.1	3.2	3.3	3.4	3.5	3.6							

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER.

**KEY:**

P - INDICATES OFFEROR WAS A PRIME CONTRACTOR-(attach list of any subcontractors and their involvement)

S - INDICATES OFFEROR WAS A SUBCONTRACTOR - (attach list of the prime contractors customer POC)

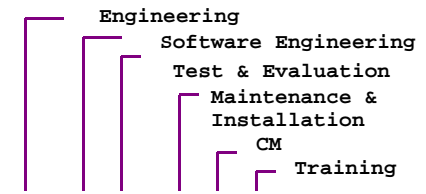
## PAST PERFORMANCE MATRIX

References	\$ Value of Contract	Work Description	Contract Completed on Time YES / NO	Contract Completed at Cost YES / NO (if no % of overrun)	Provide Explanation for NO answers

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER.

Attachment 2

## PERSONNEL RESOURCE MATRIX

[illegible]

This estimated composition of the total man-hours of direct labor by classification and ODCS NTE is as follows:

ODC's	
Subcontractors	\$1,500,000
Travel	\$500,000
Materials/Supplies	\$4,500,000

ODC's	
Subcontractors	\$2,000,000
Travel	\$1,000,000
Materials/Supplies	\$6,500,000

Option Year II	Hours
----------------	-------

Program Manager	4160
Senior Scientist	6240
Senior Systems Analyst	8320
Systems Analyst	20800
Junior Systems Analyst	20800
Senior Engineer	20800
Engineer	20800
Junior Engineer	14280
Training Specialist	10400
Sen Log Specialist	8320
Logistics Specialist	6240
Senior Electronics Tech	8320
Electronics Tech	6240
Technical Writer	6240
Cost/Budget Analyst	6240
Config/Data Mgmt Spec	8320
Administrative Asst	6240

ODC's	
Subcontractors	\$1,000,000
Travel	\$300,000
Materials/Supplies	\$3,000,000

Option Year III	Hours
-----------------	-------

Program Manager	4160
Senior Scientist	6240
Senior Systems Analyst	8320
Systems Analyst	20800
Junior Systems Analyst	20800
Senior Engineer	20800
Engineer	20800
Junior Engineer	14280
Training Specialist	10400
Sen Log Specialist	8320
Logistics Specialist	6240
Senior Electronics Tech	8320
Electronics Tech	6240
Technical Writer	6240
Cost/Budget Analyst	6240
Config/Data Mgmt Spec	8320
Administrative Asst	6240

ODC's	
Subcontractors	\$1,000,000
Travel	\$300,000
Materials/Supplies	\$3,000,000

Option Year IV	Hours
----------------	-------

Program Manager	4160
Senior Scientist	6240
Senior Systems Analyst	8320
Systems Analyst	20800
Junior Systems Analyst	20800
Senior Engineer	20800
Engineer	20800
Junior Engineer	14280
Training Specialist	10400
Sen Log Specialist	8320
Logistics Specialist	6240
Senior Electronics Tech	8320
Electronics Tech	6240
Technical Writer	6240
Cost/Budget Analyst	6240
Config/Data Mgmt Spec	8320
Administrative Asst	6240

ODC's	
Subcontractors	\$1,000,000
Travel	\$300,000
Materials/Supplies	\$3,000,000

**52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data. (OCT 1997)**

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

#### **FACILITY SECURITY CLEARANCE (NAVSEA) SEP 1990**

(a) No award will be made to any offeror which does not possess a facility security clearance issued by the Defense Investigative Service at the \_\_\_\_\_ level. Naval Sea Systems Command will initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The Government is not obligated to delay award pending security clearance of any offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

**\*Note: Per the Statement of Work Section 9.0, all personnel associated with this contract shall have a DoD "SECRET" clearance if required by individual delivery orders.**

#### **MAKE-OR-BUY PROGRAM (NAVSEA) SEP 1990**

Offeror shall submit as part of its proposal a written proposed make-or-buy program in accordance with the requirements set forth herein.

(a) Definition of Make-or-Buy Program: A make-or-buy program is that part of each offeror's written plan which identifies the major work efforts, sub-systems, assemblies, subassemblies, and components to be manufactured, developed, or assembled in its own facilities, and those which will be obtained elsewhere by subcontract. The program shall not include raw materials, commercial products or off-the-shelf items unless their potential impact on contract or schedule is critical. A "make" item is any item produced, or work performed, by the offeror or its affiliates, subsidiaries, or divisions. A "buy" item is any item or work effort which will be obtained elsewhere by subcontract.

(b) Requirements of Make-or-Buy Program under this Solicitation. For purposes of this solicitation, the make-or-buy program should not include items or work efforts estimated to cost less than (a) 1% of the total estimated contract price, or (b) \$1,000,000, whichever is less.

(c) Factors to be Considered by Offeror in the Formulation of Its Make-or-Buy Program. Offeror shall consider such factors as capability, capacity, availability of small business and labor surplus area concerns as subcontract sources, the establishment of new facilities in or near sections of concentrated unemployment or underemployment, contract schedules, integration control, proprietary processes, and technical superiority or exclusiveness, before identifying in its proposed make-or-buy program that work which it considers it or its affiliates, subsidiaries, or divisions (i) must perform as "must make", (ii) must subcontract as "must buy", and (iii) can either perform or acquire by subcontract as "can make or buy".

(d) Information Required in Offeror's Make-or-Buy Program. Offeror shall include in its proposed make-or-buy program:

(1) A description of each major item or work effort.

(2) Categorization of each major item or work effort as "must make", "must buy", or "can either make or buy".

(3) For each item or work effort categorized as "can either make or buy", a proposal either to "make" or to "buy". (4) Reasons for (i) categorizing items and work efforts as "must make" or "must buy", and (ii) proposing to "make" or to "buy" those categorized as "can either make or buy". The reasons must include the consideration given to the evaluation factors described in the solicitation and be in sufficient detail to permit the Contracting Officer to evaluate the categorization or proposal.

(5) Designation of the plant or division proposed to make each item or perform each work effort and a statement as to whether the existing or proposed new facility is in or near a labor surplus area.

(6) Identification of proposed subcontractors, if known, and their location and size status.

(7) Any recommendations to defer make-or-buy decisions when categorization of some items or work efforts is impracticable at the time of submission.

(8) Any other information the Contracting Officer requires in order to evaluate the program.

#### **REQUIREMENTS CONCERNING WORK WEEK MAY 1993**

(a) Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work.

(b) The offeror may include uncompensated effort in its proposed level of effort if:

(1) The offeror has an established cost accounting system, approved by the Defense Contract Audit Agency, which records all hours worked, including uncompensated hours, for all employees, and regardless of contract type.

(2) Uncompensated hours, for all employees and regardless of contract type, are included in the offeror's base for allocation of overhead costs.

(3) The proposal identifies hours of uncompensated effort proposed by labor category.

(4) The proposal identifies the amount of uncompensated effort which will be performed without supervision and without support personnel and assesses the productivity of such effort.

(5) The proposal describes the extent to which employees are required or encouraged to perform uncompensated effort and the impact the use of uncompensated effort has on work effectiveness.

(6) The proposal includes a copy of the corporate policy addressing uncompensated effort.

(c) The above information must be provided for each subcontract which has uncompensated effort included in the proposed level of effort.

(d) Any proposal which includes uncompensated effort in the proposed level of effort not in compliance with the above may be rejected.

**SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)**

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors should provide copies of executed SPI modifications to document that the previously approved SPI have been implemented by the Contract Administration Office on past or existing contracts.

## SECTION M - EVALUATION FACTORS FOR AWARD

52.217-5

Evaluation of Options.

JUL 1990

### SECTION M EVALUATION FACTORS AND BASIS FOR AWARD

#### I. GENERAL

The government will award the contract to the offeror representing the best overall value. The Government will determine best overall value on the basis of the factors described below. **The Government intends to award no more than four (4) contracts. The minimum guaranteed amount of \$60,000.00 will be shared amongst all awardees.**

**a. Offer (Proposal) Acceptability.** The Government will evaluate offers for acceptability on a pass or fail basis. The Government will consider an offer to be acceptable if - - and only if - - it manifests the offeror's unconditional assent to the terms and conditions of the RFP, which include the Statement of Work. The Government will consider any offer that takes exception to any term or condition of the RFP, or that otherwise fails to manifest the offeror's unconditional assent to a term or condition, to be unacceptable, unless the RFP expressly provides that assent to the term or condition in question is not mandatory. Any unauthorized exception or failure will constitute a deficiency (see FAR 15.601). An offeror may eliminate a deficiency in its offer only through discussions. The Government intends to award the contract on the basis of initial offers received, without discussions. Therefore, each offer should contain the offeror's best terms from a cost/price, capability and past performance standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted only with those offerors determined to have a reasonable chance for award.

Notwithstanding its plan to award without discussions, the Government reserves the right to conduct discussions with offerors in a competitive range, if necessary, and to permit such offerors to revise their proposals. The government also reserves the right to change any of the terms and conditions of the RFP by amendment at any time prior to contract award and to allow offerors to revise their offers accordingly, as authorized by FAR 15.606.

**b. Offeror Capability.** The Government will evaluate the capability of the offerors that submit acceptable offers. The Government will evaluate their capability on the basis of: (1) experience/past performance, (2) key personnel/resource matrix, (3) understanding of the work (Oral Presentation if elected by the Government), and (4) compliance with the instructions of the RFP:

##### (1) Experience/Past Performance

**Experience** is the opportunity to learn by doing. The Government will assess each offeror's work records to determine whether, during the past (3) years, the offeror has had the opportunity to learn about relevant work processes and procedures and about the nature, difficulties and uncertainties associated with performing the work that will be required under the prospective contract. The Government will try to determine how many opportunities an offeror has had, as a business entity, to carry out those processes and procedures and to cope with those difficulties and uncertainties. *The Government will not attribute to an offeror the individual experience of the offeror's current or prospective employees.* The Government will also assess to what extent subcontractors were involved in gaining related corporate experience, and their level of involvement with

respect to scope of work, objective achieved, and personnel resources utilized, and how previous contracts relate to tasking under this effort.

**Past performance** is a measure of the degree to which an offeror, as an organization, has: (1) satisfied its customers, and (2) complies with federal, state, and local laws and regulations. The Government will inquire about: (1) the quality and timeliness of the offeror's work; (2) the reasonableness of its prices, costs, and claims; (3) the reasonableness of its business behavior -- its willingness to cooperate and helpfulness in solving problems; (4) its concern for the interests of its customers; and (5) its integrity. In the investigation of an offeror's past performance the Government will contact former customers and Government agencies, and other private and public sources of information.

The Government will also assess the role that subcontractor's have played in contributing to the successes and/or failures of the offeror and to what extent subcontractors performance has contributed to the past performance evaluation.

The Government will evaluate each offeror's *financial stability*. Various methods shall be used to assess standard liquidity activity, debt, and profitability ratios. The contractor shall submit Profit and Loss Statements for the past (3) years, or if a new company for as many years as the company has been in business.

The Government will also assess the offeror's commitment to small business and small disadvantaged-businesses, historically black colleges and universities or minority institutes during the performance of past contracts, whether joint venture, teaming arrangements or as subcontractors.

(2) **Resumes of Key Personnel/Resource Matrix.** The Government will evaluate the key personnel resumes to assess to what extent the proposed personnel meet the qualifications of their respective labor category. In doing so, the Government will review their work experience, education and whether the person is presently employed with the offeror, or whether they are proposed under a letter of intent. The Government will evaluate the education and experience of those personnel identified in the Resource Matrix for each category to determine the acceptability of the proposed resources.

(3) **Understanding of the Work (Oral Presentations).** Should the Government elect to conduct Oral Presentations, (if determined by the Government to be necessary to further assess offeror capability/understanding of the work), the Government will evaluate each offeror's understanding of the work on the basis of its oral presentation and the responses it gives during the question and answer session that will follow the oral presentation. In making this evaluation, the Government will consider an offeror's:

**(1) Work Breakdown Analysis** - knowledge of the content of the work in terms of its constituent activities, their inputs and outputs, and their interrelationships and interdependencies; **(2) Work Schedule** - recognition of the appropriate sequence and realistic duration of the work activities; **(3) Allocation of Resources** - knowledge of the appropriate types of resources required to perform the work and of their appropriate allocation to the work activities; **(4) Performance Risk** - familiarity with the difficulties, uncertainties, and risks associated with the work; and **(5) Responsibility Assignments** - knowledge of the personnel and subcontractor qualifications necessary to the performance of the work.

(4) **Compliance with RFP Instructions.** The Government will assess the extent to which each offeror complied with the instructions in this RFP. The Government will consider any failure to comply with these instructions to be indicative of the kind of behavior that it could expect during contract performance and of a lack of capability to perform satisfactorily.

**c. Cost/Price**

Although price is not the most important evaluation factor, it will not be ignored. In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to be the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with his offer. Unrealistic personnel compensation rates will be considered in the cost realism analysis and may be considered in the capability analysis which could reduce the technical score.

Cost realism may be performed as part of the proposal evaluation process. The purpose of this evaluation shall be (1) to verify the offeror's understanding of the requirements; and (2) to assess the degree to which the cost/price proposal reflects the offeror's understanding of the work and the resources necessary to perform the work. Proposed costs may be adjusted for purposes of evaluation, based upon the results of the cost realism evaluation. When cost realism is performed, the resulting realistic cost estimate shall be used in the evaluation of cost.

**Relative Importance of the Evaluation Factors.** Proposals will be evaluated and rated against the factors listed below, in descending order of importance:

Offer Acceptability  
Offeror Capability  
Price or Estimated Cost and Fee

Since an offer must be acceptable in order for an offeror to be eligible for contract award, and since the Government will evaluate acceptability on a pass or fail basis, acceptability of the offer is the most important evaluation factor. In deciding which of the offeror's submitting an acceptable offer is the best overall value, the Government will consider an offeror's capability and the Government's level of confidence in the offeror to be significantly more important than price. The offeror's capability will be the basis for developing the Government's level of confidence. When assessing offeror capability, the Government will consider experience/ past performance, key personnel, understanding of the work, and compliance with the RFP instructions in descending order of importance. The Government's level of confidence will be used to assess the expected value of the promises in the offeror's offer.

A **Level of Confidence Assessment Rating (LOCAR)** will be assigned by the TEP to each offeror's capability assessment. The Government shall take into consideration all factors evaluated to arrive at an offeror's overall capability rating, (experience/ past performance, key personnel, understanding of the work, and RFP compliance). The following scale will be used to assign the LOCAR:

**Less Confident (0 - .4).** Less likely to succeed.

**More Confident (.6 - 9.4).** More likely to succeed.

**Most Confident (.95 - 1.0)** Most likely to succeed.

**Neutral (.5)** Indicates that the TEP believes that success and failure are equally likely, that is, that the offeror has a 50/50 chance of success. The score of .5 is appropriate when the TEP has no basis for believing in either success or failure. The following Table is an example of the scoring process for the Offeror Capability Evaluation:

**Table 1 Offeror Capability/LOCAR Determination**

Offeror	Experience	Past Performance	Key Personnel Resumes/	Understanding of the Work (Oral Presentation	Compliance with RFP Instruction	LOCAR
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			<b>Resource Matrix</b>	)		
A	Excellent	Good	Excellent	Good	Good	.95
B	Good	Good	Excellent	Good	Good	.8
C	Neutral	Good	Good	Marginal	Good	.4

**Level of Confidence and Expected Value.** The Government will determine its level of confidence in each offeror on the basis of its evaluation of the offeror's capability. Level of confidence will be a subjective rating which will reflect the degree to which the Government believes that an offeror is likely to keep the promises it made in its offer. This Government will use this rating in order to determine the relative expected value of each offeror's promises. The following Table is an example of the scoring process used to determine Expected Value:

**Table 2 Expected Value Determination**

Offeror	Offeror Acceptability (Promised Value)	x	LOCAR	Expected Value	Price
A	100 points	x	.95	95%	\$52m
B	100 points	x	.8	80%	\$49m
C	100 points	x	.4	40%	\$54m

**Determining Best Overall Value.** In order to determine which offeror represents the best overall value, the BOVAB will make a series of paired comparisons among only those offerors that submitted acceptable offers. If, in any paired comparison of any two offerors, one offeror has both a higher expected value and the lower price, then that offeror is the best overall value. If the offeror with the higher expected value also has the higher price, then the BOVAB must decide whether the margin of higher expected value (i.e. greater prospects for success) is worth the higher price. The BOVAB will continue to make paired comparisons in this way until an offeror representing the best overall value is identified. In the example depicted in the Expected Value Table 2 above, the Government may choose to award to either Offeror A, or B, but would most likely make a single award to Offeror A, (being determined the Best Overall Value to the Government).

#### **EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) NOV 1996**

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors should provide copies of executed SPI modifications to document that the previously approved SPI have been implemented by the Contract Administration Office on past or existing contracts.